

**COUNTY CONTRACT NUMBER 564987**  
**AGREEMENT WITH ASIAN BUSINESS ASSOCIATION SAN DIEGO FOR INDEPENDENT**  
**REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and Asian Business Association San Diego, a Non-Profit Organization, located at 7675 Dagget St, Ste 340, San Diego, CA 92111 ("Contractor"), with reference to the following facts:

**RECITALS**

- A. Pursuant to Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for Independent Redistricting Commission Public Outreach and Engagement Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 (Contractors Proposal), Exhibit A-2 (Contractors Proposal Clarification), Exhibit A-3 (Request for Proposals Clarification Questions and Answers), Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, A-2, A-3, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5<sup>th</sup>) Exhibit A-3; Sixth (6<sup>th</sup>) Exhibit A-2; and Seventh (7<sup>th</sup>) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**PERFORMANCE OF WORK**

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor's Representative.** The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Contractor's Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or

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subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR") and Independent Redistricting Commission (IRC) or designee. Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into if it has a term extending beyond the ending date of this Agreement.
  - 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
  - 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative and Independent Redistricting Commission (IRC) or designee.
  - 1.4.4 Subcontractor Compliance to Article 9. All subcontractors under this Agreement must comply with Article 9 of this Agreement.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

**ARTICLE 2**  
**SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
  - 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement

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for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3**  
**DISENTANGLEMENT**

**3.1 General Obligations.**

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

**3.2 Disentanglement Process.**

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

**3.3 Specific Obligations.**

The Disentanglement shall include the performance of the following specific obligations:

**3.3.1 No Interruption or Adverse Impact**

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Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

**3.3.2 Third-Party Authorizations.**

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

**3.3.3 Licenses to Proprietary Software.**

For any software programs developed for use under this Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County (or other service provider, as the case may be), at no charge to County, to use, copy, and modify, all Contractor Underlying Works and Contractor Derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the Services as the same might exist at the time of Disentanglement. Contractor shall also provide County with a copy of each such program, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County the right to receive maintenance (including all enhancements and upgrades) and support with respect to such Contractor Underlying Works and Contractor Derivatives for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

**3.3.4 Return, Transfer and Removal of Assets.**

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

**3.3.5 Transfer of Leases, Licenses, and Agreements.**

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

**3.3.6 Delivery of Documentation.**

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

**3.4 Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.



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- 3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4**  
**COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing. (Rev. 7/1/17)

- 4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.
- 4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.16 of this Agreement.
- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
- 4.1.5.1 Prompt payment for vendors and subcontractors.
- 4.1.5.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

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- 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
  - 4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
  - 4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
  - 4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination. In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at

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its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.

- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

**ARTICLE 5**  
**AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6**  
**CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7**  
**SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress

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satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or

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- 7.5.4.4 Any breach of any term or condition of the Agreement, or
  - 7.5.4.5 Any actions under any warranty, express or implied, or
  - 7.5.4.6 Any claim of professional negligence, or
  - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

**ARTICLE 8**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or



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Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.

- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.9.1 Reserved.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the



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provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

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- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Contractor invoices shall include the following language:
- I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees,

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directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.
- Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.
- 8.22 Reserved.
- 8.23 Reserved.
- 8.24 Reserved.

**ARTICLE 9**  
**CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.1.2 California Elections Code Section 21551(d). Contractor's personnel assigned to this project and all subcontractors' personnel assigned to this project shall satisfy the requirements of Elections Code section

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21551(d), which provides: "The commission shall not retain a consultant who would not be qualified as an applicant pursuant to paragraph (4) of subdivision (c) of Section 21550." Section 21550(c)(4) provides: "Within the 10 years immediately preceding the date of application to the commission, neither the applicant, nor an immediate family member of the applicant, has done any of the following:

- 9.1.2.1 Been appointed to, elected to, or have been a candidate for office at the local, state, or federal level representing the County of San Diego, including as a member of the board.
- 9.1.2.2 Served as an employee of, or paid consultant for, an elected representative at the local, state, or federal level representing the County of San Diego.
- 9.1.2.3 Served as an employee of, or paid consultant for, a candidate for office at the local, state, or federal level representing the County of San Diego.
- 9.1.2.4 Served as an officer, employee, or paid consultant of a political party or as an appointed member of a political party central committee.

**9.2 Conduct of Contractor.**

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

**9.3 Prohibited Agreements.** As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

**9.4 Limitation of Future Agreements or Grants.** It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of

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work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10**  
**INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11**  
**AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:



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- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHSA) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

**ARTICLE 12**  
**INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs



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incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13**  
**USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors

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that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

(b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14**  
**(RESERVED)**

**ARTICLE 15**  
**DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16**  
**GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

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- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, “Changes,” above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County’s or Contractor’s designated representative (or such party’s authorized representative). Any such notice shall be deemed received by the party (or such party’s authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement. Contractor’s timeline shall be consistent with the IRC’s timeline to approve and adopt a redistricting map of the County supervisorial districts.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol

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and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 “Drug & Alcohol Use” while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor’s program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

16.21.1 Contractor shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.21.

16.21.2 Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 13.4 “Maintenance of Records.”

16.21.3 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for

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themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.22 Reserved.

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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**SIGNATURE PAGE**

**AGREEMENT TERM.**

The initial term of this Agreement shall begin on the date of the last signature below and end on March 31, 2022

**OPTION TO EXTEND.** County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

**COMPENSATION:** Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a maximum Agreement amount of One Hundred Forty-Nine Thousand Dollars (\$149,000.00), in accordance with the method of payment stipulated in Article 4.

**COR.** The County has designated the following individual as the Contracting Officer's Representative ("COR")

Lizeth Tapia, Administrative Analyst III  
1255 Imperial Ave, Suite 864  
San Diego CA 92101  
Phone: 619-380-0005, Email: [lizeth.tapia@sdcounty.ca.gov](mailto:lizeth.tapia@sdcounty.ca.gov)

**CONTRACTOR'S REPRESENTATIVE.** The Contractor has designated the following individual as the Contractor's Representative.

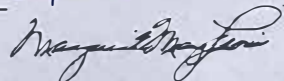
Rozanna Zane  
7675 Dagget St  
Ste 340, San Diego  
CA 92111  
Phone: 619-994-8687, Email: [rozanna@abasd.org](mailto:rozanna@abasd.org)

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

**COUNTY OF SAN DIEGO**

By:   
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

Date: 7/2/2021

By:   
APPROVED FOR FORM AND LEGALITY

Date: 7/2/2021

**ASIAN BUSINESS ASSOCIATION SAN DIEGO**

By:   
JASON PAGUIO, President and CEO

Date: 7/2/2021



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**EXHIBIT A – STATEMENT OF WORK**

**1. SCOPE/PURPOSE**

To support the redrawing of supervisorial district boundaries in the County of San Diego (“County”), the County of San Diego Independent Redistricting Commission (“IRC”) plans to retain a contractor for public outreach and engagement services to seek and encourage broad and diverse community input during the redistricting public review process.

**2. BACKGROUND**

Every ten years, after the federal census, district boundaries for federal, state, and local elected offices are redrawn to reflect new population data and shifting populations to ensure equal representation to the extent possible. This process is called Redistricting. California Elections Code Section 21550-21553 and the County Charter, Section 400.1 set forth the rules for drawing the supervisorial district boundaries for the County of San Diego and provide that this responsibility rests with the IRC through a process that must include public engagement and public meetings of the IRC.

Fourteen people serve on the IRC that is required to reasonably represent the County’s diversity. Per State law, the process is independent from the influence of the Board of Supervisors. Also, per State law, the County provides funding and staffing support for the work of the IRC.

The redistricting process is conducted in conformance with California Elections Code Section 21550-21553 and other applicable law. Of specific relevance to this process is the legal requirement that the IRC must encourage public participation in redistricting through:

- Media Outreach
- Good government, civil rights, civic engagement, and community groups
- Live translation, if requested 72 hours in advance of any scheduled meeting
- Publication of notices on the Internet
- Publication of a draft map at least seven days before adoption
- Publication of relevant demographic data
- Ready access by the public to redistricting data and computer software equivalent to what is available to the commission members
- Receipt of maps or testimony from the public in writing or electronically.

At this time, there are two separate support contracts planned to assist the IRC. The first, the subject of this RFP, provides necessary public outreach and engagement services to insure appropriate public input and understanding of the redistricting process. The second provides necessary demographic consulting and mapping services. These two efforts should support each other and minimize overlap towards obtaining the most accurate and acceptable redistricting objectives.

**3. TARGET POPULATION AND GEOGRAPHICAL SERVICE AREA**

- 3.1. Contractor shall provide services in the County of San Diego and at the direction of the IRC. A single point of contact within the IRC will be established to facilitate such communication.
- 3.2. Contractor’s target audience shall be the residents of the County of San Diego (including all unincorporated areas) and shall be reflective of the County’s demographics, communities of interest, and place-based communities, taking into account the following, but not limited to, race/ethnicity, socio-economic status, language spoken, educational attainment, housing type, etc.

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- 3.3. Contractor shall coordinate with other entities for public outreach and engagement, including but not limited to local media outlets, community organizations, neighborhood associations, faith-based organizations, and local businesses.

**4. REQUIREMENTS FOR SERVICE DELIVERY**

- 4.1. Public Outreach and Engagement Services. Contractor shall provide ongoing public outreach and engagement services, analysis, and support of the IRC.
- 4.1.1. Contractor shall develop and execute a public outreach and communications plan with a timeline consistent with the IRC's timeline to approve and adopt a redistricting map of the County supervisorial districts. The public outreach and communications plan shall at a minimum identify:
- 4.1.1.0. Methods and strategies to increase public engagement and input in the development of draft redistricting maps in the process of approving and adopting a redistricting map, with particular focus on communities of interest, underserved communities, and communities that have been historically disengaged from the redistricting process.
- 4.1.1.1. Appropriate outreach and venues for in-person and/or virtual meetings for each target community.
- 4.1.1.2. Appropriate hours for meetings for each target community to accommodate all residents (e.g., regular business hours, on weekends, or during evening hours).
- 4.1.1.3. Appropriate translation services and translated written materials for the target communities at all public meetings and events to meet the applicable language requirements in state law and in coordination with IRC and the County. These services are above and beyond the translation services that the County currently provides for the IRC meetings.
- 4.1.1.4. Enhancements to the website to maximize interest, user friendliness, traffic and engagement.
- 4.1.1.5. An optimal media and public relations strategy for advertising community outreach events, that includes posting information on a public facing website, social media, email distributions, mailers, posters/flyers, local radio and television, PSAs, including collateral materials, such as presentations, standard talking points and FAQs for the IRC.
- 4.1.1.6. A variety of tools to solicit broad and diverse community input including, but not limited to, surveys and questionnaires, online input tools, and/or public comment.
- 4.1.1.7. A process to allow for public comment and suggestions in the drawing of supervisorial districts maps, in coordination with the IRC's demographic consulting and mapping services contractor and County staff.
- 4.2 Contractor shall organize, execute, and attend public meetings, educational events, and trainings with the goal of lowering barriers to and increasing the public's participation in the redistricting process.
- 4.2.1 These trainings shall include, but not be limited to, an overview of the redistricting process, applicable state and federal voting rights laws, and how to provide written and oral testimony at public meetings.
- 4.2.2 Contractor shall coordinate demographic and mapping training with the IRC's demographic consulting and mapping services contractor and County staff.
- 4.3 Contractor shall work to engage broad public participation and input at the regular meetings of the IRC and at a minimum of seven (7) Pre-Mapping Public Hearings and two (2) Public Hearings on draft redistricting maps, as required by the California Elections Code § 21552 subdivision (c).
- 4.3.1 Contractor shall work with the IRC and community partners to identify additional outreach efforts and/or special public hearings to reach target audiences, and gather a robust portfolio of broad, diverse public input that reflects the demographics and communities of interest of the County of San Diego.
- 4.3.2 Outreach shall be made in all supervisorial districts of the County to ensure the maximum number of residents have equal opportunity to provide their input.
- 4.4 Contractor shall provide all staff, supervision, subcontractors, materials and supplies necessary to perform the work described herein and/or as directed by the IRC.

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- 4.5 Contractor shall retain the services of no fewer than three (3) subcontractors to support the goals and objectives in the Statement of Work.
- 4.5.1 Subcontractors shall include local community-based organizations and service providers that currently provide broad and diverse public outreach/engagement services to the target population or members of the community who are recognized to have a close understanding of the community served.
- 4.5.2 Contractor shall perform ongoing subcontractor engagement and collaboration throughout the duration of the Contract.
- 4.6 Contractor shall coordinate with the IRC's demographic consulting and mapping services contractor as appropriate to support their mapping software training and technical support efforts.
- 4.7 Contractor shall continuously monitor and implement all updated guidelines and information regarding COVID-19 throughout the duration of the Contract. Contractor shall meet all current State and County guidelines for Safe Reopening related to COVID-19 as stated in <https://covid19.ca.gov> and <https://www.sandiegocounty.gov/coronavirus.html>.
- 4.8 Contractor shall submit any communication materials and information to IRC and/or designated County staff for approval prior to publishing or distribution.

**5. CONTRACT MONITORING AND REPORTING**

- 5.1. Contractor shall provide monthly detailed program status, management, and budget reports both orally and in writing to the IRC.
- 5.2. Contractor shall track and report in writing public participation in each outreach event.
- 5.2.1. Contractor shall ask participants to complete a voluntary survey to collect demographic data (including at minimum, zip code of residence, community of interest, age, gender, household income, race/ethnicity, rental/homeownership status).
- 5.2.2. Contractor shall provide a monthly detailed Outreach Report both orally and in writing to IRC which summarizes the following:
- 5.2.2.0. Narrative summary of outreach efforts, public participation and input received.
- 5.2.2.1. Number of outreach events.
- 5.2.2.2. Date, location and supervisorial district for each outreach event.
- 5.2.2.3. Total number of attendees and demographic information for each outreach event, including any available demographic data collected in the survey per 5.2.1 (listed above) for each outreach event.
- 5.2.2.4. Summary metrics and analytics for all marketing efforts including social media post metrics, website traffic, email click through rates, poster/flyer distribution reach, and TV and radio reach.
- 5.3. Contractor shall prepare a final report detailing all outreach efforts, public participation and input, number of events with date, supervisorial district, and number of attended at the end redistricting process and prior to the end of the contract.

**6. ADDITIONAL WORK AND SUPPORT SERVICES**

- 6.1. The County of San Diego may approve additional work and other related support services deemed necessary by the IRC. In such case, additional work and support services shall be confirmed and procured in the form of a task order.

**7. SPECIAL PROGRAM TIMING CONSIDERATIONS**

- 7.1. The goal of this contract is to provide public outreach and engagement consulting services in support of the

**COUNTY CONTRACT NUMBER 564987**  
**AGREEMENT WITH ASIAN BUSINESS ASSOCIATION SAN DIEGO FOR INDEPENDENT**  
**REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

IRC's adoption of a final supervisorial district map prior to the statutory deadline, currently December 15, 2021, in accordance with applicable law and the schedule and processes established by the IRC with County staff. At this time, necessary Federal census may not be available for IRC use until approximately September 30, 2021 and California modifications thereto available at an even later date, perhaps in late October. Responses to this RFP should take these dates into consideration to make best use of time and resources between contract award and the statutory deadline.

**COUNTY CONTRACT NUMBER 564987**  
**AGREEMENT WITH ASIAN BUSINESS ASSOCIATION SAN DIEGO FOR INDEPENDENT**  
**REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

**EXHIBIT A-1 CONTRACTORS PROPOSAL**

**COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP 10674)**  
**INDEPENDENT REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

**PROPOSAL COVER PAGE (PC-600)**

**SUBMITTAL INFORMATION**

Submit this Completed Form as the Cover Page of Your Proposal

**DESCRIPTION**

Request for Proposals (RFP) 10926	Independent Redistricting Commission Public Outreach and Engagement Services
-----------------------------------	--

**OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)**

Please Type or Print Clearly

**BUSINESS INFORMATION**

Asian Business Association San Diego

Company/Organization Name

7675 Dagget Ste Ste 340  
San Diego CA 92111

Address

( 858 ) 277-2822

Telephone Number

www.abasd.org

Website Address

( )

Fax Number (optional)

**REPRESENTATIVE AUTHORIZED TO SIGN OFFER**

Jason Paguio

Authorized Representative Name

President & CEO

Authorized Representative Title

jason@abasd.org

Authorized Representative Email Address

( 858 ) 277-2822

Authorized Representative Telephone Number

7675 Dagget Street Ste 340  
San Diego CA 92111

Mailing Address

**AUTHORIZED POINT OF CONTACT (POC)**

(if different from Authorized Representative)

Rozanna Zane

POC Name

Administrator

POC Title

rozanna@abasd.org

POC Email Address

( 619 ) 994-8687

POC Telephone Number

7675 Dagget Street Ste 340  
San Diego CA 92111

POC Mailing Address

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

**SIGNATURE**

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Authorized Representative Signature

4/26/2021

Date



**COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP 10674)**  
**INDEPENDENT REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

Department of Purchasing and  
Contracting

**REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

**1. BUSINESS TYPE**

☐ For-profit ☒ Non-profit ☐ Government

Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.2. Are you certified by the State of California as a:

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: \_\_\_\_\_

☐ Small Business Enterprise (SBE)

Certification #: \_\_\_\_\_

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

☐ Veteran Owned Small Business (VOSB)

Certification # \_\_\_\_\_

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # \_\_\_\_\_

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

**4. DEBARMENT, SUSPENSION AND RELATED MATTERS**

4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.

4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.

4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.

4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

**5. CURRENT COST OR PRICING**

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

**6. INDEPENDENT PRICING**

Offeror certifies that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

**7. TAX INFORMATION**

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Jason Paguio

Signature: \_\_\_\_\_

Title: President & CEO

Date: 4/26/2021

Company/Organization: \_\_\_\_\_

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**



Asian Business Association San Diego  
7675 Dagget Street ste 340  
San Diego CA 92111

**RFP 10926 Proposal**  
**Independent Redistricting Commission Public Outreach and Engagement Services**

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Technical Exhibit (separate file)

Pricing-Payment Exhibit (separate file)

Media: AARP video (mp4)

The *Asian Business Association of San Diego* (ABASD) seeks to provide community outreach and engagement-building services to assist in the redistricting process to provide necessary public outreach and engagement services to insure appropriate public input and understanding of the redistricting process throughout the County of San Diego. ABASD has extensive experience in outreach and engagement through its highly successful programs such as the City of San Diego CARES Act Coronavirus Relief Fund Specialized Small and Disadvantaged Business Outreach and Technical Assistance Agreement and the Promote Inclusive Outreach and Education Across Businesses on Outdoor (Permit) Dining Temporary Policy Changes Program. The ABASD completed these agreements by collaborating with regional partners and community-based organizations to promote and present educational workshops, webinars, cultural events (online), technical assistance, business mentorship and advocacy.

Founded in 1990, the Asian Business Association of San Diego represents the interests of over 30,000 Asian Pacific Islander (API) owned businesses throughout San Diego County. ABASD believes in building sustainable communities through inclusive economic development and a qualified diverse workforce. As part of America's Small Business Development Center (SBDC) network, and the region's largest ethnic business association, ABASD offers educational workshops, technical assistance, business mentorship, and access to capital to minority-owned small and disadvantaged businesses, entrepreneurs and start-ups – in hard-to-reach communities. ABASD's programming consistently grows a unique client base through its business advisors and support staff dedicated to one-on-one, low to no-cost consulting.

Civically, ABASD is among the most influential API organizations countywide and is a leader in public policy and advocacy for an inclusive economy that works for everyone. ABASD is an integral part of a greater business coalition of industry associations and has built strategic partnerships with local, community-based organizations such as the Central San Diego Black Chamber of Commerce and the San Diego County Hispanic Chamber of Commerce and state organizations including the Cal Asian Business Chamber of Commerce, multiplying its message more effectively and with greater depth. Together with its partners, the ABASD has successfully advocated with the County of San Diego and City of San Diego for dedicated outreach and technical assistance to disadvantaged minority communities.

## **1. Minimum Requirements**

- 1.1.1.** This statement is to confirm that all personnel of the Asian Business Association San Diego assigned to this project and the personnel of any subcontractor assigned to this project meets the requirements of Election Code Section 21551(d) and 21550(c)(4).
- 1.1.2.** This statement is to confirm the Asian Business Association San Diego's acceptance of the Draft Agreement and insurance requirements as presented in the RP.

## **2. Offeror's Personnel Experience and Qualifications**

Below is a list of relevant projects of similar scope to that of the IRC's requirements undertaken by your firm within the past ten (10) years.

### **2.1.1. County of San Diego- COVID-19 Relief Small Business Triage Center**

During the COVID-19 pandemic and economic crisis which ensued, the County of San Diego contracted the ABASD to provide immediate assistance to small businesses throughout the County of San Diego in every district. The ABASD business advisors offered small business owners help with applying for local and statewide assistance programs such as the County's

Stimulus Relief Program, The State's PPP grant and the City's COVID-19 Relief Program. Advisors were able to assist small businesses with preparing paperwork for the online applications for these relief grants, walk them step-by-step through the on-line process, receive the relief funds and any final reporting required. Through this program, the ABASD focused their outreach efforts on at-risk communities, Promise Zones, Opportunity Zones and LMI.

Social Artistry, LLC was a subcontractor hired to conduct all of the community outreach and marketing efforts. Dovetail Partners was a subcontractor hired to provide administrative assistance including financial and performance reporting.

The Asian Business Association has a strong working relationship with many community groups throughout San Diego County. The ABA understands community based organizations are the key to communicating and engaging hard-to-reach populations, ensuring all residents throughout the County have equal opportunity for participation in our programs. Community based organizations we have worked with includes:

- Central San Diego Black Chamber of Commerce
- San Diego County Hispanic Chamber of Commerce
- Convoy District Partnership

The Asian Business Association San Diego, including its subcontractors like Social Artistry, has decades of experience in grassroots community outreach and building across multi-cultural communities in San Diego. We have researched, analyzed, and executed effective outreach and reporting within project scopes for clients like the City of San Diego, County of San Diego, and local ethnic chambers of commerce. With a specialty within rural and urban areas, Social Artistry has outreached in over 20 regional zip codes (targeting at-risk communities, Promise Zones, Opportunity Zones, LMI) and engaged over 30 community-based organizations across the San Diego region. We also produce culturally sensitive media and marketing content with access to ethnic media in multiple languages including Mandarin, Spanish, Tagalog, Vietnamese and Korean and Japanese.

This program ran from 4/1/2021 through 3/30/2021

#### **2.1.2. City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance**

As the Prime contractor, the Asian Business Association was contracted by the City of San Diego to run a Specialized Outreach and Technical Assistance program. Through this program the Asian Business Association reached out to small businesses throughout the city to educate them on the assistance programs offered by local, state and federal agencies and to provide technical assistance in applying for such relief.

Subcontractors included in the program by the ABASD include:

- Social Artistry, LLC- responsible for creating the specialized outreach program and coordinating all subcontractors and community-based organizations in their outreach efforts. Social Artistry was also responsible for creating print and digital media, in multiple languages including: English, Spanish, Korean, Mandarin, Vietnamese, Japanese and Tagalog
- San Diego County Hispanic Chamber of Commerce- conducted outreach in the Hispanic community, created print, digital and radio content in Spanish and assisted with Spanish translation when needed. They also provided virtual/phone business advising.
- Central San Diego Black Chamber of Commerce- provided outreach and technical assistance to small business owners in the black community.

- Dovetail Partners was a subcontractor hired to provide administrative assistance including financial and performance reporting.

The Asian Business Association has a strong working relationship with many community-based groups throughout San Diego County. The ABA understands community-based organizations are the key to communicating and engaging hard-to-reach populations, ensuring all residents throughout the County have equal opportunity for participation in our programs. Community-based organizations with whom we have collaborated include:

- Adams Avenue Business Association
- AKA's
- Alphas
- BAPAC
- Barrio Logan Association
- Black Businesses of California
- Black Men & Women United
- Black Men & Women United
- Black Professionals
- Black San Diego
- Chaldean Chamber of Commerce
- Chicano Federation
- City Heights Business Association
- Community Events for Voice & Viewpoint Coverage
- Convoy District Partnership
- Earl B. Gilliam Bar Foundation
- East African Community Center
- El Cajon Boulevard Business Improvement Association
- Fit Black and Educated
- Indo-American Arts & Culture Society
- International Rescue Committee
- Jacob's Center for Neighborhood Innovation
- Jacobs Center
- Logan Heights Community Development Corporation
- NAACP - North County
- NAACP - SD Chapter
- National Panhellenic Council
- NSBE- SDSU
- NSBE- UCSD
- Otay Mesa Chamber of Commerce
- Pastors on Point
- Paving Great Futures
- Power Referral Services
- Promise Zone
- Ques
- RISE San Diego
- San Diego Black Business Network
- San Diego Urban League
- San Ysidro Chamber of Commerce

- SD Urban League Young Professionals
- SD Young Professionals
- Southeastern Business Development Center (SBDC -Diamond BID)
- Sudanese Community Center
- The Rock Church
- The Vine Black News Magazine
- UAAMAC
- Urban League of San Diego County
- Young Black and In Business

The Asian Business Association San Diego, Social Artistry, the Central San Diego Black Chamber of Commerce and the San Diego County Hispanic Chamber of Commerce have decades of experience in grassroots community outreach and building across multi-cultural communities in San Diego. We have researched, analyzed, and executed effective outreach and reporting within project scopes for clients like the City of San Diego, County of San Diego, and local ethnic Chambers of Commerce. With a specialty within rural and urban areas, the team has conducted outreach in over 20 regional zip codes (targeting at-risk communities, Promise Zones, Opportunity Zones, LMI) and engaged over 30 community-based organizations across the San Diego region. We also produce culturally sensitive media and marketing content with access to ethnic media in multiple languages including Mandarin, Spanish, Tagalog, Vietnamese and Korean and Japanese.

This program was highly successful in a relatively short amount of time with the following metrics to prove:

40,000 businesses reached

746 Virtual Training Events with 17,870 Attendees

This program ran from 9/1/2020-12/30/2020

### **2.1.3. City of San Diego Economic Development Department- Outdoor Dining Outreach**

Asian Business Association San Diego (ABASD) as a founding member of the *Strategic Alliance of San Diego Ethnic Chambers of Commerce* (the Alliance), was contracted by the City of San Diego as the prime contractor to conduct outreach to small business owners and restaurateurs throughout the City of San Diego to educate and keep them informed of the continually-changing restaurant guidelines during the COVID-19 pandemic 2020. This outreach was carried out by the Strategic Alliance, including the ABASD, Central San Diego Black Chamber of Commerce and the San Diego County Hispanic Chamber of Commerce. The Alliance's priorities include joint community-based outreach, sharing business resources, co-hosting events, providing no-cost technical assistance, educational workshops and coordinating business advocacy. Today, the Alliance collectively represents nearly 100,000 businesses in San Diego County.

Although the contract was with the City of San Diego, our outreach was conducted and made available throughout the entire County of San Diego including all supervisorial districts.

Social Artistry, LLC was a subcontractor hired to conduct all of the community outreach and marketing efforts. Dovetail Partners was a subcontractor hired to provide administrative assistance including financial and performance reporting.



The Asian Business Association has a strong working relationship with many community groups throughout San Diego County. The ABA understands community-based organizations are the key to communicating and engaging hard-to-reach populations, ensuring all residents throughout the County have equal opportunity for participation in our programs. The list of community-based organizations we have worked with includes:

- Better Business Bureau [Pacific Southwest Region]
- Convoy District Partnership
- ConnectAll with Jacobs Center for Neighborhood Innovation
- Southeastern Diamond Business District
- Adams Avenue Business Association
- Barrio Logan Association
- City Heights Business Association
- Hillcrest Business Association
- Logan Heights CDC
- Logan Avenue Consortium
- Mira Mesa Chamber of Commerce
- North Park Main Street
- San Ysidro Chamber of Commerce
- La Vuelta
- Urban Corps
- San Diego Equality Business Association
- Made in Paradise Hills
- El Cajon Boulevard Business Improvement Association
- The Brink at USD
- International Rescue Committee
- RISE San Diego
- Rotary Club San Diego
- NAACP
- Urban League
- Diamond BID
- BAPAC
- Black San Diego

The Asian Business Association San Diego, including its subcontractors like Social Artistry, has decades of experience in grassroots community outreach and building across multi-cultural communities in San Diego. We have researched, analyzed, and executed effective outreach and reporting within project scopes for clients like the City of San Diego, County of San Diego, and local ethnic Chambers of Commerce. With a specialty within rural and urban areas, Social Artistry has outreached in over 20 regional zip codes (targeting at-risk communities, Promise Zones, Opportunity Zones, LMI) and engaged over 30 community-based organizations across the San Diego region. We also produce culturally sensitive media and marketing content with access to ethnic media in multiple languages including Mandarin, Spanish, Tagalog, Vietnamese and Korean

Through this project we were able to reach over 20,000 businesses, engaging over 7500 business owners through pamphlet distribution programs, social media campaigns, community groups and webinars conducted in multiple languages.

This project ran from 9/1/2020-12/31/2020

#### **2.1.4. San Diego and Imperial Small Business Development Center Network**

The ABASD is currently a part of the San Diego and Imperial Small Business Development Center Network. As a subcontractor, the ABASD provides no-cost business advising to small business owners in the San Diego County and Imperial County region. In addition to businesses advising, the ABASD provides outreach and marketing to the small business community.

Social Artistry, LLC was a subcontractor hired to conduct all of the community outreach and marketing efforts. Dovetail Partners was a subcontractor hired to provide administrative assistance including financial and performance reporting.

The Asian Business Association has a strong working relationship with many community groups throughout San Diego County. The ABA understands community based organizations are the key to communicating and engaging hard-to-reach populations, ensuring all residents throughout the County have equal opportunity for participation in our programs. Community-based groups we work with include: San Diego County Hispanic Chamber of Commerce and the Central San Diego Black Chamber of Commerce

The Asian Business Association San Diego provides community outreach throughout San Diego and Imperial Counties. Through our partnership with the Hispanic Chamber of Commerce and other community organizations and translators, the ABA is able to provide small business advising in multiple languages, including Mandarin, Spanish, Tagalog, Vietnamese, Japanese and Korean.

Success metrics show the ABASD/SBDC during the pandemic has served over 6860 clients, including 556 Black Owned, 561 API Owned and 1651 Latix Owned. Another note is of those served, 3035 were Woman Owned. We logged 27,176 Hours of 1-on-1 Business Counseling (virtual) and over 51,704 jobs were supported (either created or kept)  
Program is ongoing

#### **2.1.5. Cal Asian Chamber of Commerce**

The ABASD was subcontracted by the Cal Asian Chamber of Commerce to run their AARP Protect Voters 50+ Get Out The Vote Program in 2020. We provided API voter data, a digital banner and video campaign in English and Chinese.

Outreach was conducted throughout the entire county in each County District.

Social Artistry, LLC was a subcontractor hired to coordinate the video and digital banner program. Dovetail Partners was a subcontractor hired to provide administrative assistance including financial and performance reporting

Because our work focuses on minority and people of color (POC) communities, our outreach effort encompasses rural and urban areas, targeting at-risk communities, Promise Zones, Opportunity Zones, LMI areas.

The AARP digital banner and video campaign was a success, producing over 100,000 online impressions.

This project occurred in November 2020

#### **2.1.6. Covered California**

The ABASD was subcontracted by Cal Asian Chamber of Commerce to assist with providing information on the Affordable Care Act, Covered California, the SHOP Program and CAPCC's project to the Asian Pacific Islander business community in San Diego County. This project primarily consisted of outreach and educational workshops to 8,750 small businesses in all County Districts. The goal was to inform API small businesses on the availability and benefits

associated with obtaining health care coverage; to address barriers that prevent small businesses from purchasing coverage; to refer small businesses to all available enrollment resources and assistance; and ultimately, motivate eligible small businesses to take the next step to enroll in Covered California programs. Outreach work included scheduling, securing meeting space and promoting a total of 16 Covered California workshops over 18 months. The ABASD was also required to attend or participate in a minimum of 15 business-related events to promote the Covered California programs. This work was performed by ABASD staff, interns and volunteers who handled the social media and electronic disbursement of the collateral materials provided by CAPCC.

The Covered California, the SHOP program was a success with over 18,000 targeted impressions made over social media and emails over an 18 month period.

This project occurred July 2013-December 2014

## **2.2. References**

### **2.2.1. City of San Diego, Economic Development Department**

Christina Bibler  
Director, Economic Development  
1200 Third Avenue, 14th floor  
San Diego, CA 92101  
(619) 236-6421  
[cbibler@sandiego.gov](mailto:cbibler@sandiego.gov)

As the Prime contractor, the Asian Business Association was contracted by the City of San Diego to run a Specialized Outreach and Technical Assistance program. Through this program the Asian Business Association reached out to small businesses throughout the city to educate them on the assistance programs offered by local, state and federal agencies and to provide technical assistance in applying for such relief.

### **2.2.2. San Diego County Housing Commission**

Molly Chase  
Senior Policy Director  
1122 Broadway, Suite 300  
San Diego CA 92101  
619-231-9400  
[mollyc@sdhc.org](mailto:mollyc@sdhc.org)

As the prime contractor for this portion of the project, the Asian Business Association assisted the San Diego Housing Commission reach out more directly to API communities through a direct mail and canvassing campaign to distribute flyers to LMI, Census and Opportunity Zone zip codes. The ABA provided flyer design adaptation including language translations in Tagalog, Vietnamese, Mandarin, Korean and Japanese. The ABA utilized professional staff and Community Partner groups to distribute to different communities in the most effective and culturally appropriate manner, including Convoy District Partnership, Access, Inc., Bayside Community Center, SD Public Libraries (Linda Vista, Clairemont, Mira Mesa, Serra Mesa/ Kearny Mesa).

### **2.2.3. The San Diego Foundation**

Susan Guinn  
Vice President, Chief Innovation Officer  
2508 Historic Decatur Rd., Ste. 200  
San Diego, CA 92106  
619-814-1307  
[sguinn@sdfoundation.org](mailto:sguinn@sdfoundation.org)

In the wake of recent national tragedies, increased hate crimes and harassment toward members of the Asian and Pacific Islander community, the Asian Business Association San Diego (ABASD) is providing urgent advocacy, support and education for victims of racial hate and discrimination. By partnering with The San Diego Foundation, local organizations and law enforcement, the ABASD is helping to increase awareness and reporting of hate crimes. This, in addition to providing ongoing community education and resources to multi-cultural,

multi-generational communities, is the mission of the ABASD. As a core member of the San Diego Asian Pacific Islander Coalition, ABASD proposes to provide services which fulfill this mission and make our communities safe and thrive.

**2.2.4. Cal Asian Chamber of Commerce**

David Nelson

Director of Public Policy

2331 Alhambra Blvd, Suite 100

Sacramento, CA 95817

(916) 761-8922

[dnelson@calasiancc.org](mailto:dnelson@calasiancc.org)

The Asian Business Association was subcontracted to run the AARP's voter education campaign for the Asian Pacific Islander community, age 50+ voters in the State of California. This campaign included voter data acquisitions, digital Impressions (500,000 - 1,200,000) and digital media campaigns including Display Ads, Videos and Social Media.

**2.2.5. Small Business Development Center**

Danny Fitzgerald

Acting Regional Director, San Diego & Imperial SBDC Network

Southwestern College Center for Business Advancement

880 National City Blvd.

National City CA 91950

Phone: (760) 455-9456

[dfitzgerald@swccd.edu](mailto:dfitzgerald@swccd.edu)

The ABASD is part of the San Diego and Imperial Small Business Development Center Network, as a subcontractor, we provide no-cost business advising to small business owners in the San Diego County and Imperial County region. In addition to businesses advising, the ABASD provides outreach and marketing to the small business community, focusing their outreach efforts on at-risk communities, Promise Zones, Opportunity Zones and LMI.

## **2.3. Subcontractors**

### **2.3.1. Social Artistry, LLC**

Lauren Garces, Principal

Social Artistry is responsible for all of the Outreach, marketing and community engagement activities for the Asian Business Association San Diego, the Alliance of Ethnic Chambers and the Alliance Small Business Development Center.

Social Artistry was contracted to be the primary agent for outreach, marketing and community engagement, including any and all materials printed, distributed or posted online in english and other languages. Social Artistry was responsible for collecting community information on the language needs and contracting translators to translate all materials and be available for in-person translation on the phone. Social Artistry provided these services for all of the following clients:

- City of San Diego Economic Development Department- Outdoor Dining Outreach
- City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance
- Alliance Small Business Development Center- Countywide
- San Diego Housing Commission- District 3 (25%) and District 4 (75%)
- Cal Asian Chamber of Commerce (AARP GOTV Campaign)- Countywide

### **2.3.2. Dovetail Partners Consulting Group**

Rozanna Zane, Principal

Dovetail Partners is contracted as the primary administrator and coordinator of all grants and outreach projects for the Asian Business Association San Diego. Dovetail Partners assists the ABASD with invoicing and ensuring programs are completed in a timely manner. Dovetail Partners is also responsible for any reporting including performance and financial typically on a monthly basis and final reporting. In some cases where a final presentation is requested, Dovetail Partners will also provide reports and slide decks. Dovetail Partners has been involved in the following projects, providing administrator and coordinator services:

- City of San Diego Economic Development Department- Outdoor Dining Outreach-City of San Diego wide
- City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance- City of San Diego wide
- Alliance Small Business Development Center- Countywide
- San Diego Housing Commission- District 3 (25%) and District 4 (75%)
- Cal Asian Chamber of Commerce (AARP GOTV Campaign)- Countywide

### **2.3.3. Urban League San Diego County**

Urban League was contracted to perform community outreach and engagement in the communities it is based in, including newsletters, flyers, digital and social media. They provided these services for the following projects:

- City of San Diego Economic Development Department- Outdoor Dining Outreach-City of San Diego wide
- City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance- City of San Diego wide



**2.3.4. RISE San Diego**

RISE San Diego was contracted to perform community outreach and engagement in the communities it is based in, including newsletters, flyers, digital and social media. They provided these services for the following projects:

- City of San Diego Economic Development Department- Outdoor Dining Outreach
- City of San Diego wide City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance- City of San Diego wide

**2.3.5. Convoy District**

Convoy District was contracted to perform community outreach and engagement in the communities it is based in, including newsletters, flyers, digital and social media. They provided these services for the following projects:

- City of San Diego Economic Development Department- Outdoor Dining Outreach-City of San Diego wide
- City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance- City of San Diego wide

**2.3.6. San Diego Asian Pacific Islander Coalition**

San Diego API Coalition was contracted to perform community outreach and engagement in the communities it is based in, including newsletters, flyers, digital and social media. They provided these services for the following projects:

- City of San Diego Economic Development Department- Outdoor Dining Outreach-City of San Diego wide
- City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance- City of San Diego wide

**2.3.7. Chicano Federation**

The Chicano Federation was contracted to perform community outreach and engagement in the communities it is based in, including newsletters, flyers, digital and social media. They provided these services for the following projects:

- City of San Diego Economic Development Department- Outdoor Dining Outreach-City of San Diego wide
- City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance- City of San Diego wide

## 2.4. Resumes for all key personnel

### **WESLEY QUACH**

#### **Business Advisor & Programs Manager**

[wesley@abasd.org](mailto:wesley@abasd.org)

Wesley Quach serves as the ABASD Alliance Small Business Development Center (SBDC) Director and full-time Business Advisor and Programs Manager. As part of the SBDC Network, Wesley provides no-cost consultation to small business owners and entrepreneurs, helping them start, grow and expand.

Wesley represents the Asian Business Association and the SBDC on the Little Saigon Working Group, which oversees and guarantees that the Little Saigon District of San Diego is receiving its fair share of resources, including government funding and technical assistance for its small businesses.

Prior to joining Asian Business Association, Wesley served as Co-Founder and Manager of the Convoy District Partnership, a 501(c)(3) non-profit organization that revitalized and transformed the pan-Asian Convoy Street area of San Diego. Working with small businesses, community organizations, and local government, Wesley was instrumental in establishing the Convoy Street Micro-Business Improvement District, now formally designated as the “Pan Asian Cultural and Business Innovation District”. Wesley has successfully advocated on behalf of the community in land use issues, public safety, parking and transportation, and the current adopted Kearny Mesa Community Plan.

In 2013, Wesley co-founded the San Diego Night Market, the largest Asian cultural event in San Diego inspired by the bustling night markets in Asia, showcasing the city and region’s Asian cuisine and culture. Due to the overwhelming success of the San Diego Night Market, Wesley and his team moved the event to SDCCU Stadium in 2019 to accommodate the thousands of attendees.

As Managing Director of Ansir Innovation Center from 2011 to 2016, Wesley worked closely with early-stage technology startups by connecting them to mentors, funding opportunities, and other resources. During this time, Wesley was also highly involved with the non-profit Startup Weekend and organized several weekend-long educational startup events throughout the city.

Wesley previously served on the founding board of the Asian Pacific American Coalition from 2011 to 2016 and was key in the organization’s initial goals of forming an Asian Pacific Islander influenced City Council District in 2013, as well as leading subsequent Get Out the Vote efforts to empower San Diego’s API community. These efforts directly resulted in the first Asian elected city council member in nearly 50 years.

Wesley is currently serving on the board of the Chinese Consolidated Benevolent Association, the oldest API non-profit organization in the county. Wesley manages the Association’s San Diego Lucky Lion Dancers, a volunteer-based traditional Southern Chinese lion dance group.

In 2018, Wesley co-founded Popo Bros LLC, a small food service business specializing in Asian-inspired fruit teas and desserts.

Wesley received his B.S. in Business Administration with an emphasis in management and entrepreneurship from California State University San Marcos and also holds certificates in Project Management and Geographic Information Systems.

## Rozanna Zane

President & CEO  
Dovetail Partners  
Consulting Group



[info@askdovetail.com](mailto:info@askdovetail.com)  
[rzane@affairz-consulting.com](mailto:rzane@affairz-consulting.com)  
[rozannazane@gmail.com](mailto:rozannazane@gmail.com)

[www.askdovetail.com](http://www.askdovetail.com)  
[www.affairz-consulting.com](http://www.affairz-consulting.com)

### Key Skills

- Corporate & Non-Profit Management
- Finance and Budget Planning
- Human Resources Management
- Grant Writing & Administration
- Communication & Presentation
- Vendor Management
- Event Production
- Supply Chain Management
- Quickbooks
- MS Office
- Adobe Creative Cloud
- Google Suites/Drop Box

### Education:

Bachelor of Science  
High Tech Management,  
Business Administration  
California State University,  
San Marcos, 1997

### Associations:

National Association for Catering  
and Events  
The Center for Association  
Leadership

### SUMMARY

Experienced corporate and non-profit business management professional, specializing in business development, finance, human resources, project management, grant administration and event production. Excellent communication, interpersonal and organizational skills. Experienced at quickly assessing needs, developing budgets and plans, and implementing project timelines that meet company needs. Committed to exceptional customer and client services.

### PROFESSIONAL EXPERIENCE

**Dovetail Partners Consulting Group** | President & CEO | 2004 - Current

Corporate and non-profit management, executive administrative assistance; grant administration, financial and accounting support, human resources director

#### *Key Responsibilities:*

Assist corporate and non-profit clients with total business management and development support including accounting, invoicing and collections, executive-level administrative assistance, office management, human resources management, grant writing and administration, procurement and supply chain management, project management.

*Clients include:* Asian Business Association San Diego, Responsible Solutions, LLC, Focuscom Inc.

**Affairz Event Consulting** | Principal, Event Specialist | 2003 – Current

Produced, planned and managed events, over 1,000 attendees, including annual luncheons and galas, fundraisers and auctions, speakers' bureau and forums, wedding ceremonies and receptions, community festivals, street fairs and parades, political events, travel events, and private celebrations.

#### *Key Responsibilities:*

Produce and Coordinate events, Establish and manage budgets, Recommend venues, Offer vendor referrals, Create and recommend event themes, Secure and coordinate entertainment and vendors, Coordinate sponsors, Create marketing and promotion plan, Graphic art and design, Coordinate silent and live auctions, Assist with writing programs and scripts

*Clients include:* Ranch de los Penasquitos Town Council Fiesta and Parade; Miracle Babies; San Diego Realtor's Association; Lincoln Club of San Diego County; Association of Builders and Contractors; Linda Vista Multi Cultural Fair & Parade; NOAA Southwest Fisheries, Taxpayers Association San Diego

**Cartronics, LLC** | Supply Chain Manager | 1998-2003

Directed a supply chain operation from raw materials procurement through production and quality control, to final product shipping to local and international distributors. Analyzed sales volumes and created forecasts to improve inventory control and created supply chain management processes.

#### *Key Responsibilities:*

Strategic planning, Forecasting and trend analysis, Logistics management, Inventory control, Negotiate raw materials bulk pricing, Budgeting and cost controls, Importing and Exporting, Manage quality control and repairs, replacements and recalls

# Lauren Garces

**SUMMARY:** Professional with multi-faceted event and nonprofit experiences with organizational network of resources able to provide adaptive flexibility to achieve organization and director goals through self-starting and innovative thinking. I'm a meticulous connector aiming to bring the bigger picture to life.

## **EDUCATION**

**San Diego State University**

**San Diego, CA**

B.S. in Business Administration Marketing

**Fall 2010 – May 2014**

*Courses include: Business Administration, Consumer Behavior, Finance, Accounting, Management, Social Media Integrated Marketing, External and Internal Communications, and Marketing Strategy*

## **EXPERIENCE**

**Social Artistry LLC**

**San Diego, CA**

**Chief Executive Officer**

**5/2020 - Present**

- Creating sustainable economic and cultural impact with community leaders and organizations through events, marketing, and outreach

**Asian Business Association**

**San Diego, CA**

**Marketing, Outreach and Events Contractor**

**10/2019 - Present**

- Develop marketing strategy to connect small businesses to Small Business Development Center technical assistance workshops and events
- Collaborate alongside key cultural nonprofits, community leaders, and elected officials to grow the economy through access to resources and platform-building
- Actively create and support team development of programming/ events supporting the interests of collectively 30,000 Asian Pacific Islander and minority business-owners

**Convoy District Partnership**

**San Diego, CA**

**Special Events Director**

**4/2016 - Present**

- Actively develop community-wide events, programs, and collaborations to transform the Convoy District neighborhood located in Kearny Mesa into an economic, cultural hub
- Engage with business owners, property managers, developers, elected officials, partners, and community members to provide sustainable opportunities for engagement and success

**City of San Diego - Balboa Park December Nights**

**San Diego, CA**

**Entertainment Coordinator**

**9/2019 - Present**

- Support one of the City of San Diego's largest celebrations - Balboa Park December Nights with over 350,000 attendees, 125+ vendors, and 100+ performance groups
- Outreach and secure performance agreements with performances representing San Diego's diversity
- Manage performer expectations, develop and provide entertainment directives, and connect talent with regional and international media communications groups

**Silk Road Productions**

**San Diego, CA**

**Vice President, Event Producer and Marketing Strategist**

**1/2012 – 12/2019**

- Create, organize, empower, and execute special events tailored to organizations' goals
- Co-direct and manage events with up to 15,000 people and budgets upwards of \$100,000
- Adjust budget with all departmental functions and make cost-effective, quality decisions
- Lead, collaborate, and inspire diverse and creative committees to accomplish shared goals
- Direct and tailor to needs of nonprofits and corporations regarding logistical integration
- Connect and build relations between cultural communities to create sustainable projects/ events
- Manage client loyalty and relations through honest, considerate, and thought-exceeding work
- Create marketing strategies, timelines, programs, and coordinate communication/ outreach
- Understand differing team member dynamics and adjust event tasks to match leadership styles
- Strengthen existing traditional and ethnic media relations for mutually beneficial objectives
- Develop operational procedure for all projects to ensure tasks work and flow well for all parties
- Identify and create possible revenue streams for fund development and goal-oriented purposes
- Adapt to any event style, community dynamic, attendee expectations, and predict problems

**San Diego Night Market****Event Coordinator****San Diego, CA****4/2016 – Present**

- Lead an event and team centered on promoting the economic, cultural hub of Convoy District
- Conduct focus groups with local businesses to promote the Convoy District region
- Raised over \$50k in net profit for 2-day event with multiple streams of revenue and increased traffic to businesses within the Convoy District region
- Adhere to all San Diego City and County special event rules, permitting, and insurance required
- Outreach and collaborate with Southern California artists to do live art and displays
- Coordinate 14 hours of local performance programming with diverse dances, singing, and DJ's
- Showcase and promote over 24 unique Southern California street food vendors
- Partner with local ethnic media to promote to Chinese and Japanese communities

**Linda Vista Multi-Cultural Fair & Parade****Fair Director****San Diego, CA****10/2015 – Present**

- Coordinate the Annual Linda Vista Multi-Cultural Fair & Parade (Established over 30 years ago)
- Develop measurable program goals and secured funding for multiple years from San Diego Commission for Arts & Culture Creative Communities Grant and local City and County budgets
- Provide a platform for over 15 different cultures to be represented across the event
- Direct annual Art & Essay Contests for local elementary, middle, and high schools
- Maintain and keep existing relationships with event sponsors and the University of San Diego
- Research and build relationships with over 20 existing multi-cultural communities in Linda Vista
- Introduce first-time nonprofits for animal support and health to an underrepresented community
- Adapt each year's theme to fit ongoing community needs and provide an expression platform

**Asian Cultural Festival****Festival Director****San Diego, CA****4/2015 – 12/2019**

- Co-direct San Diego's largest event in celebration of Asian Pacific American Heritage Month
- Lead team of interns to a successful integration of learning and managing event coordination
- Outreach, organize, and market full program line-ups and interactive learning event pavilions
- Develop in-depth multi-cultural network of communities, suppliers, designers, and talent pools
- Upkeep overall relations with vendors, suppliers, performers, sponsors, committee, and attendees
- Introduce new event components and create realistic budget outlines for ideas
- Mastermind art installations and visual event memories to resonate with attendees
- Step-in during unexpected external problems and facilitate flowing event resolutions
- Raise awareness for underrepresented communities and over 10 cultures within San Diego

**San Diego Ramen Festival****Co-Founder and Event Director****San Diego, CA****4/2016 – 12/2019**

- Built a sustainable event alongside Azuna-Kai promoting cultural education and understanding
- Established a partnership with the Tidelands Activation Program of the Port of San Diego
- Attracted local, national, and international attendees to the first-time event
- Marketed and sold-out event in 1 month to 1000 paying attendees and VIP's
- Support an artist exhibition and provide space for 8 artists to sell and share their talents

**D6 (San Diego District 6) Night Market****Event Coordinator****San Diego, CA****10/2014 – 12/2019**

- Coordinate press conferences with District 6 Councilmember team and community groups
- Centralize event on community engagement and collaboration through outreach initiatives
- Work alongside San Diego City & County politicians and community leaders for event support
- Collaborate alongside a multi-faceted team to create and execute the annual D6 Night Market
- Manage over 50 vendors and logistics suppliers to reach an audience of 15,000 attendees
- Develop and directed artistic influences of event including live art and 2 performance stages
- Brand new event through traditional and social media channels of marketing

**San Diego Padres Filipino Heritage/ Community Night****Stage Manager and Event Staff****San Diego, CA****2/2014 – 12/2019**

- Coordinate stage management for San Diego Padres Filipino Night, a community and marketing outreach program for the Padres, to connect with Asian Pacific-Islander communities
- Reserve group spaces and coordinate timely entertainment schedules and hosting
- Provide opportunity for communities to connect with nationalized programming and exposure

**Filipino Sun Festival**

**San Diego, CA**

**Festival Director**

**4/2014 – 6/2015**

- Gave life to idea of sister festival to FilAmFest in Mira Mesa for tremendously successful two years
- Sought talent from unique national performers and secured a performance group from Hawaii
- Outreached and engaged with multiple communities to not only be involved, but contribute to the spirit of the festival and its atmosphere
- Strategized and organized marketing and outreach to include: newsletters, social media posts, television spots, community partnerships, cross-event promotions, guerrilla events, and print media
- Continuously innovated and requested feedback to provide a bigger, exciting next event

**OTHER NOTABLE EVENTS/ ACHIEVEMENTS**

Shoutout Social

San Diego Voyager Magazine

San Diego Padres Diamond Recognition

San Diego Business Journal

California Legislature, Assemblymember Brian Maienschein

U.S. Congress, Congressman Juan Vargas

U.S. House of Representatives, Congressman Scott Peters

California State Senate, Senator Joel Anderson

Speaker of the California State Assembly, Toni G. Atkins

City of San Diego, Mayor Kevin Faulconer

City of San Diego, Councilmember Scott Sherman

County of San Diego, Supervisor Ron Roberts

Asian Pacific American Coalition

Featured Article

Featured Article

Community Advocation Leader

Emerging Generation Award Finalist

Certificate of Recognition

Special Congressional Recognition

Special Congressional Recognition

Outstanding Community Service

Certificate of Recognition

Certificate of Recognition

Outstanding Achievement

Certificate of Commendation

2019 Rising Star Award



# ALBERT VU

## STUDENT

### SUMMARY

Creative and Open-minded filmmaker highly motivated to secure internship. Eager to learn and further broaden knowledge upon media portrayal, and the dynamic of video filming, editing, and viewing. Created and produced several short films to showcase talent, artistry and ideas. Passion for the art of visual storytelling with use of useful tools, equipment and software to push forward meaningful narratives. Sharp eye for details during film making processes.

### EDUCATION

**San Diego State University** July 2016 to Current  
BA Interdisciplinary Studies 2020  
Majors: Theater Film Media Studies, Journal Media Studies, Computer Science

### PROJECTS

**"Blindspot"** Jan. 2020 to Feb. 2020

- Digital Video Short Film
- Cast with students and members with interest in partaking in film.
- Shot with CANON M50 with 15-45MM lens
- Several scenes shot with Moza Air 2 Gimbal

**"Best Friends, Again"** Oct. 2018 to Nov. 2018

- Digital Video Short Film
- Filmed and created with Adobe Premiere Pro
- Acted as "Tommy".
- Filmed and took part in editing and story-boarding process of film.
- Exhibition film showed at SDSU's VSA's Film Festival event held yearly.

**SDSU VSA Film Fest Trailer "Best Friends, Again."** Sept. 2018 to Oct. 2018

- Digital Video Short Film Trailer.
- Small edited trailer with collaborator.
- Trailer leaded to main film.

**"Planet SDSU" | FTS Media** Feb. 2018 to Apr. 2018

- Digital Video Short Film.
- Story-boarded and acted.
- Film was premiered in sections at SDSU's Asian Pacific Student Alliance's "Fashion Talent Show"

### SKILLS

**ADOBE PREMIERE PRO:** Audio-Syncing, Key Framing, Editing, Layering  
**ADOBE AFTER EFFECTS:** VFX, Green Screen, Key Framing, Layering  
**ADOBE LIGHTROOM:** Editing, Color Correction, Photo Correction, Filter Creation, Lens Correction  
**ADOBE PHOTOSHOP:** Spot Removal, Photo Restoration, Photo Alteration

### ACTIVITIES

**Vietnamese Student Association - President** Sept. 2019 to May 2020

- Upheld responsible promoting and preserving Vietnamese culture within the institution.
- Managed and led a team of sixteen board members
- Established connections with other VSA boards within the Southern California region

**Vietnamese Student Association - Webmaster** Sept. 2018 to May 2019

- Responsible for creating and building a website for student organization.
- Knowledge of using Square Space website building software.
- Maintain all social media outlets within the organization.
- Planned and executed events alongside

### REFERENCES

**Amy Do - Former Vice President of SDSU Vietnamese Student Association** June 2019 to May 2020  
San Diego, California

- Former Vice President whom worked alongside during Presidential term.
- Email: do.amy.n@gmail.com
- Phone: (858)-877-8201

**Eileen Vedar - Former Vietnamese Cultural Night Director of SDSU Vietnamese Student Association** June 2018 to May 2019  
San Diego, California

- Former Director for SDSU VSA's annual Vietnamese Culture Night event
- Email: eileen.dover@gmail.com
- Phone: (619)-373-6440

**Kathy Ho - Former President of SDSU Vietnamese Student Association** June 2018 to May 2019  
San Diego, California

- Former President whom worked alongside during Webmaster term.
- Email: kathy.nguyen.ho@gmail.com
- Phone: (858)-335-1526

## Alfredo Leano



### **Education**

San Diego State University

August 2017-December 2019

- BS Child and Family Development
- Study Abroad/ Vietnam
  - Implemented English learning program for primary school students

June 2019 – July 2019

### **Work Experience**

Asian Business Association of San Diego

March 2020 – Present

- *Intern*
- Assisted in distributing relief resources, as well as educating, alongside Small Business Development Center and the City of San Diego to small businesses affected by the COVID-19 pandemic

Altus Schools – Grossmont Secondary School

August 2019-Present

- *Resource Center Associate*
- Educated outgoing seniors on procedures for entering the community college space, its resources, and how to navigate each department
- Assisted teachers with evaluating student progress throughout each learning period, and adjusted pace of lessons as necessary
- Distributed marketing material and educated community members on opportunities and benefits of being in the Altus Schools space

Southbay YMCA

March 2017-April 2018

- *Youth Leader*
- Assisted families at five different campuses on enrollment procedures and YMCA program rules and opportunities

Silk Road Productions

January 2017 – Present

- *Event Production Intern*
- Proven experience of providing excellent customer service to event attendees, performers, and vendors at events throughout San Diego
- Aided diverse groups of vendors and performers at various multicultural events throughout San Diego County

### **Volunteer Experience**

Pilipino American Unity for Progress (San Diego Chapter)

June 2017-Present

- *Secretary*
- Managed and oversaw over 50 volunteers and staff at annual national summit
- Collaborated with other chapters across the country on social justice campaigns focusing on race issues throughout 2020

Kuya Ate Mentorship Program

August 2016 – Present

- *College Mentor Lead*
- Collaborated with multiple non-profits and grass roots organizations in San Diego County for events and initiatives to better the city

## **Ashleigh Budtwarman**



### **Profile**

College student working towards becoming a producer and connecting with people in the industry. Has the ability to learn concepts quickly and works well with other people.

### **Education**

Currently at Palomar College majoring in Creative Producing and minoring Media Management  
Graduated Sage Creek High School in June of 2017

### **Experience**

#### **Asian Business Association -San Diego, CA**

- Media team member December 2020-Present
- Plans production shoots and marketing strategies to highlight small business owners
- The director on production shoot days and interviews the talent

#### **Pacific Arts Movement -San Diego, CA**

- Video Production + Programming Intern and Logistics Coordinator August 2020-Present
- Conducts pre production, production, and post production for all marketing aspects of San Diego Asian Film Festival
- Coordinated and managed 2 drive in movies for San Diego Asian Film Festival 2020
- Watch and critique film submissions for the festival

#### **Chiao Hsin Chinese Language School -Monterey Park, CA**

- Video Production Coordinator August 2020-Present
- Manage pre-production, production, and post-production of videos for online school

#### **Kung Fu Tea Convoy -Kearny Mesa, CA**

- Junior Shift Lead December 2018-August 2020
- Assist shift lead and manager to run the shift smoothly by delegating tasks
- Run cashier, make all drinks, and make all of the teas and toppings as needed.

#### **Silk Road Productions -San Diego, CA**

- Event Producer January 2019-October 2020
- Learned the skills needed to run big scale events, manage stages with performers and MCs, as well as vendor check in and check out.
- Handle ticket sales and admissions for various events in San Diego County.

#### **TAKE ONE Intern -San Diego, CA**

- August 2018-December 2018
- Learned technique in production, equipment, and the processes involving the three stages of production for film by writing, directing, and producing our own short film.
- Utilized the online platforms for digital marketing social media platforms to best promote the products and services to the public.

#### **Tailored Desserts -Vista, CA**

- Executive Assistant and Pastry Cook from January 2014-Present
- Data entry and operated a catering table
- Set up social media platforms for the business.
- Made and decorated baked goods.

#### **Other:**

- Proficient in Adobe Premiere, Adobe Photoshop, and Adobe Audition.

# Kevin Raquidan

## Objective

Offers a versatile skill set in interpersonal communication, leadership in small-team settings, and fast-paced content production, and seeks to grow and apply these skills in content production.

## Skills and abilities

- Strong communication and interpersonal skills derived from training as a journalist
- Mindful and attentive to detail and composition in shooting and editing video
- Organized and quick to adapt to changing tasks and settings in a media setting
- Quick to learn and take on new skills and editing methods
- Strong and thorough attention to detail in file organization and asset creation

## Experience

- Media Team Head, Asian Business Association Small Business Development Center (April 2020 to present)
  - Heads the Asian Business Association's media team to create content for social media campaigns, including the Convoy Nights SDnMe live streaming event on June 20, 2020; the Strategic Alliance of Ethnic Chambers' PPE distribution campaign; and the COVID-19 small business relief for Supervisor Nathan Fletcher. More recently, the Asian Business Association's 2021 Lunar New Year livestream Gala event. Currently working with the Pacific Arts Movement in creating content for the San Diego Asian Film Festival's Spring Showcase.
- Videographer, SoFun Chinese Media, San Diego (February 2019 to March 2020)
  - Manages the production of SoFun English media, from creating localized versions of food and interview shows to creating weekly event presentations. Improved and increased the shows' production value and quality, introducing new shooting and editing techniques while also expanding the list of clients to work with, including the Asian Business Association, Viejas Casino, and restaurants all over San Diego County.
- Photographer/Content Creator, La Vie En PR (October 2016 to July 2018)
  - Worked and consulted with clients to create visual content that fit the needs of the clients' public relations campaigns, including Clever Talks' Hillary Manalac and Chris Soriano, the Something Bleu wedding boutique in Oceanside, and the startup Paru Tea Bar.
- Photographer, Silk Road Productions (Aug 8, 2016 to July 2019)
  - Documented the goings-on, performances, and vendors at the many events held by the company, including the D6 and San Diego night markets, whose events have consistently drawn thousands of attendees.
- Photographer, Clever Talks (June 25, 2016 to October 2018)

- Under Clever Talks, covered the various conferences and talks held with influential veterans and veteran entrepreneurs, including Rob O'Neill, Marcus Luttrell, and even Mark Cuban, whose foundation closely works with veteran owned businesses and startups.
- Photographer, Public Relations Rep. Made in Paradise Hills' marketing team (August 2017 to November 2018)
  - Performed outreach duties and assisted in the creation of a marketing campaign to promote the Paradise Hills Night Market event, highlighting one of San Diego's underserved communities

## Education

- BA in Journalism, Summa Cum Laude, San Diego State University, Class of 2016, GPA 3.8
- Computerized Graphic Design, Regional Occupational Program at Morse Senior High School, September 2010 to June 2011

## Leadership and organizations

- Asian American Journalists Association, San Diego, Still Photographer (September 2018 to December 2019)
  - As official photographer of the San Diego branch of the Asian American Journalists Association, covers AAJA events and fundraisers, as well as taken headshots of members and attendees
- Asian American Pacific Islander Coalition at SDSU, public relations representative (August 2015 to May 2016)
  - Developed an electronic monthly newsletter informing AAPIC's 10 affiliated organizations' members of upcoming events and programs
  - Oversaw AAPIC's Facebook and multimedia, regularly updating them with each new event
- Student Organization & Conflict Awareness Training (SOCIA), SDSU (August 2015)
  - To become a successful leader, trained in collaborative dispute resolution and conflict management within teams, including student organizations.
  - Also trained in identity awareness and how it informs one's role in a team dynamic.

## References

- Julius Alejandro, founder and executive director of the Emerging Leaders Institute of San Diego, [juliusalejandro@gmail.com](mailto:juliusalejandro@gmail.com), (619) 829-6288
- Lauren Garces, manager of marketing, outreach and events of Asian Business Association, [lauren.garces@gmail.com](mailto:lauren.garces@gmail.com), (808) 349-9918
- Aron Yu, founder and lead videographer of SoFun Chinese Media, [info@sofunsd.com](mailto:info@sofunsd.com), (858) 205-0583
- Arlynn Adamos, volleyball coach for YMCA, (619) 878-4015
- Timothy Ryan Johnson, full-time substitute teacher, La Mesa Unified School District, [tim.johnson1994@yahoo.com](mailto:tim.johnson1994@yahoo.com), (818) 726-8420

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### **Objective**

Seeking a position where my analytical, strategic, and research skills can be utilized towards effective administrative, business, and customer support.

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### **Education**

**California State University San Marcos**

**San Diego, CA**

*Bachelors of Science in Sociology*

*Class of 2019*

**Relevant Coursework:** Statistics in Social Sciences, Qualitative Research Methods, Quantitative Research in Sociology, Capstone Seminar in Community Service

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### **Summary of Skills**

- Experience in Google Docs/Microsoft Office (Excel, Word, PowerPoint)
- Data Collection Skills
- Research Analysis Skills
- Comparative Analysis Skills

Qualitative and Quantitative Research Skills

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### **Work Experience**

**NeoGenesis Inc.**

*January 2020- Present*

*Laboratory Manager & Social Media Associate*

- Prepared products for orders to be shipped out to customers.
- Prepared forms and items for the next day.
- Constructed analysis on clinics around the country that could be potential customers.
- Schedule social media post to appropriate times
- Created social media content
- Help construct Facebook Group for client interaction
- Created social media ads and adjusted ad spending
- Look through social media analytics for reach audiences and ads
- Tested other platforms for social media and created content for new platforms

**Asian Business Association San Diego**

*October 2019- Present*

*Business Administrative Internship*

- Assists with office tasks and meetings.
- Researched and constructed google documents on products that would benefit the office.
- Constructed google spreadsheet for passwords and names of members in alphabetical order.
- Assisted event coordinator with setting up events and direct volunteers during programs.
- Transferred website to a different website provider
- Able to efficiently research and provide information to team members.
- Constructed and scheduled social media posts

**In-N-Out Burger - (San Diego)**

*September 2014- October 2019*

*Lead Clean-Up Position*

- Optimize cleanliness by monitoring and collaborating with other associates to prepare the store for opening.
- Negotiated with managers on new strategies for the clean-up team to improve cleanliness scores.
- Examined In N Out (Quality, Freshness & Cleanliness) reports and directed a clean-up team on improvements for the betterment of the store.
- Trained new clean-up team associates.
- Advised management on hiring potential new clean-up associates.
- Constructed and critiqued routines that would optimize our teams time management when cleaning the store in a fast paced environment.

**Comprehensive Pain Management Specialist**

*January 2019- April 2019*

*Administrative Internship*

- Assisted the Administrative Director with office tasks and duties.
- Constructed and organized patients referrals for Administrative Director
- Prepared patients referrals by operating with NextGen software.



## 2.5. Key Personnel Chart

Name of Key Personnel	Role in Project	P1	P2	P3	P4	PS
Lauren Garces	Community Outreach and scheduling	X	X	X	X	X
Leorenz Carpio	Research, data collection and website updating	X	X	X	x	X
Rozanna Zane	Program administration and coordinating	X	X	X	X	X
Wesley Quach	Business advisor and translation coordinator	X	X	X	X	X
List projects as described in Section 2.1 and use this table to complete the table above.						
Project Title 1 (P1)	County of San Diego- COVID-19 Relief Small Business Triage Center					
Project Title 2 (P2)	San Diego Economic Development Department- Specialized Outreach and Technical Assistance					
Project Title 3 (P3)	San Diego Economic Development Department- Outdoor Dining Outreach					
Project Title 4 (P4)	San Diego and Imperial Small Business Development Center Network					
Project Title 5 (PS)	Cal Asian Chamber of Commerce- AARP GOTV					



Asian Business Association San Diego  
7675 Dagget Street ste 340  
San Diego CA 92111

**RFP 10926 Proposal**  
**Independent Redistricting Commission Public Outreach and Engagement Services**

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	Media: AARP video (mp4)	

## Technical Approach

The Asian Business Association (ABASD) proposes the following technical approach to encourage public participation and gather broad public input in the redistricting process in the County of San Diego through media outreach, civic education on the redistricting process including draft maps and demographic data, community-based organization outreach, in-person and virtual translation services, and website and social media publishing.

In order to support the redrawing of supervisorial district boundaries in the County of San Diego, ABASD proposes to provide public outreach and engagement services throughout the County of San Diego, including all unincorporated areas to increase participation, input and engagement at the IRC regular meetings (in-person and virtual) plus seven pre-mapping public hearings and two public hearings on draft redistricting map. Also, to seek and encourage broad and diverse community input that reflects the demographics of target communities including but not limited to race/ethnicity, socio-economic status, language spoken, educational attainment and housing type.

ABASD is a founding member of the ***Strategic Alliance of San Diego Ethnic Chambers of Commerce*** (the Alliance), including the Central San Diego Black Chamber of Commerce and the San Diego County Hispanic Chamber of Commerce. The Alliance' priorities include joint community-based outreach, sharing business resources, co-hosting events, providing no-cost technical assistance, educational workshops and coordinating business advocacy. Today, the Alliance collectively represents nearly 100,000 businesses in San Diego County. Additionally, Asian Business Association and the Alliance are part of the ***San Diego & Imperial Small Business Development Center Network*** (SBDC).

Along with the Alliance, ABASD will engage community and town councils throughout the County plus over fifty (50) outreach partners who are members of the San Diego Economic Equity First Collaborative, including Access, Barrio Logan Association, Chicano Federation, Convoy District Partnership, Indo-American Arts & Culture Society, Jacobs Center for Neighborhood Innovation, Otay Mesa Chamber of Commerce, RISE San Diego, San Ysidro Chamber of Commerce and Urban League of San Diego.

3.1 This statement is to confirm agreement with the requirements stated in Exhibit A-Statement of Work requirements.

3.1.1 Through its collaborative efforts the ABASD submits the following list of tasks and activities to provide ongoing public outreach and engagement services, analysis and support of the redistricting process:

### 3.2 Description of Services

#### 3.2.1-3.2.3 Tasks/Activities to be performed

Each task below has a lead person assigned, plus approximate hours to be expended. The timeline is indicated by Week 1 through Week 8. The list below includes the tasks and a corresponding week of completion. Overall coordination of this outreach program will be performed by Rozanna Zane of Dovetail Partners.

**Note:** Depending on when the IRC receives Federal census information and California modifications, the ABASD will use the time from contract award to the receipt of census data to work with Social Artistry to prepare execution of plans and schedule community meetings (in-person or virtual).

- |           |   |
|-----------|---|
| Week 1:   | 1. Describe target communities and create a list of community-based organizations with whom to collaborate. *See below for a list of community-based organizations with whom we are currently working. [Rozanna Zane, Dovetail Partners] approximately 40 hours |
| Week 1:   | 2. Create a public outreach and engagement plan to include specific community-based, religious and civic organizations to engage. [Lauren Garces, Social Artistry] approximately 40 hours   |
| Week 2:   | 3. Create a meeting (in-person and virtual) and webinar schedule [Lauren Garces, Social Artistry] approximately 30 hours  |
| Week 2:   | 4. Invite and coordinate outreach and schedules for meetings with appropriate community-based organizations [Leorenz Carpio] approximately 40 hours   |
| Week 3:   | 5. Assess languages needed in target communities and engage translators for in-person and virtual meetings [Wesley Quach] approximately 40 hours  |
| Week 4:   | 6. Create printed and digital media and marketing materials in multiple languages [Lauren Garces, Natasha Gemine, Social Artistry] approximately 40 hours   |
| Week 5:   | 7. Produce all digital and media materials translated into multiple languages. [Wesley Quach, ABASD] approximately 50 hours   |
| Week 6:   | 8. Create printed materials and videos to be used at in-person meetings [Natasha Gemine, Albert Vu, Alfredo Leano, Ashley Budiwarman, Social Artistry] approximately 30 hours   |
| Week 7-8: | 9. Host in-person/virtual meetings and collect input [Wesley Quach, Leorenz Carpio, Lauren Garces, Rozanna Zane] approximately 60 hours   |

\*Community-based organizations with whom we currently collaborate include: Access, Adams Avenue Business Association, Barrio Logan Association, Chaldean Chamber of Commerce, Chicano Federation, Convoy District Partnership, Indo-American Arts & Culture Society, Jacobs Center for Neighborhood Innovation, Otay Mesa Chamber of Commerce, RISE San Diego, Rotary Club San

Diego, San Diego Asian Pacific Islander Coalition, San Ysidro Chamber of Commerce, Sudanese Community Center, Urban Corp, Urban League of San Diego, The Vine Black News Magazine

**Note:** Timeline is flexible and dependent on when the IRC receives Federal census information and California modifications-the ABASD will use the time from contract award to the receipt of census data to work with subcontractor Social Artistry to prepare outreach plans and engage community-based organizations.

### **3.2.4 Methodologies and best practices**

The Methods used to inform and engage our target communities include flyers, brochures, posters, word of mouth, up-to-date information on our website and websites of community-based organizations, social media, media releases, mail, email distribution, community meetings, newsletters, local papers both print and digital, radio and PSAs.

According to best practices, it is best to use the means which our target community best prefers to communicate, providing many different ways for the residents to get involved. Word of mouth from a friend or trusted community member is the best for encouraging participation. This is evident in every level of our proposed methodology, encouraging individuals to participate who have not been engaged in the past by involving trusted business, individuals and community-based organizations from their own community. This builds trust, lowers barriers and leads to increased participation.

### **3.2.5-3.2.6 Issues, risks and mitigation strategies**

Implementation barriers may include opposition to the materials being presented, inadequate participation by community-based organizations and cultural and language barriers. The most effective risk mitigation strategy in this case would be risk limitation.

A Progress Monitoring Team including the agreement administrator, the outreach manager and a representative from each subcontractor will meet weekly/monthly to review key data points and achievement of deliverables. They will track progress toward specific project milestones, goals and objectives; identify new or persistent obstacles; and identify needed course corrections.

### 3.3 Communications Strategy

Methods and strategies to increase public engagement and input in the development of draft redistricting maps are three-fold: 1. raise awareness of the redistricting process; 2. educate the community on how to participate in public input; 3. provide multiple opportunities for a variety of ways to participate and submit input.

ABASD will raise awareness of the redistricting process by collaborating with community-based organizations in each target community, encouraging the community to be a part of the process and influence the planning process; locate venues in each target community for in-person meetings or virtual meetings for recording purposes; provide an overview of the redistricting process, applicable state and federal voting rights laws and how to provide written and oral testimony at public meets.

ABASD will educate the community on how to participate and provide public input on the redistricting process by scheduling in-person or virtual meetings for each target community which will accommodate all residents, including varied business hours, evening hours and weekend options; create printed and digital materials for meetings in multiple languages appropriate for each target community; prepare translators to answer questions during in-person and virtual meetings; conduct outreach through social media campaigns and websites, community newsletter and email lists, mailers and flyers to reach those who may not have access to the internet, radio and PSAs.

ABASD will provide and create each target community multiple opportunities for a variety of ways to participate and submit input including in-person community meetings, virtual webinars, online and mailed surveys and questionnaires, online input tools and/or public comment at in-person and virtual meetings.

**Note:** For samples of past outreach print and digital materials, see Exhibit B.

Our plan would work to engage residents in rural and unincorporated Target Communities, including the use of mailers and community-based organizations in those Target Communities. We would collaborate with neighborhood associations, faith-based organizations, local businesses and ethnic-based organizations to spread the word of upcoming community meetings and to also assist with collecting input from residents. We would then include those community-based organizations in the meetings to lend confidence and legitimacy to our presentations and request or input.

Our plan would also engage residents in urban Target communities with limited computer/internet access by including the use of mailers, flyers/posters and community-based organizations in those Target Communities. We would collaborate with neighborhood associations, faith-based organizations, local businesses and ethnic-based organizations to spread the word of upcoming community meetings through printed media they distribute such as newsletters, flyers, bulletins and community bulletin boards. We would also ask the community-based organization to assist with collecting input from residents. We would also include those community-based organizations in the meetings to lend confidence and legitimacy to our presentations and request community input.



### **3.4 Methodologies and Best Practices**

Our methodologies and best practices will facilitate the effective engagement and participation of the public in the redistricting process. By soliciting and collecting input from target communities using surveys and questionnaires at meetings, through public comments on websites and social media and mail-in post cards to gather a wide variety of input. Our experience with the methodology of using community-based organizations in target communities in the City of San Diego Economic Development Department- Specialized Outreach and Technical Assistance program shows the probability of success in maximizing engagement and participation. At the conclusion of this 4-month program, our team reported 40,000 businesses had been reached; 746 virtual training events with 17,870 attendees.

### **3.5 Capacity**

ABASD has the necessary infrastructure and is poised to quickly ramp up and bring in additional assistance and staff as the project and schedule deems appropriate. ABASD successfully performed two different contracts with the City of San Diego to deploy technical assistance and outreach to MBEs: 1) City of San Diego CARES Act Coronavirus Relief Fund Specialized Small and Disadvantaged Business Outreach and Technical Assistance Agreement and 2) Promote Inclusive Outreach and Education Across Businesses on Outdoor (Permit) Dining Temporary Policy Changes. The latter was executed in partnership with the Alliance. Additionally, as part of the San Diego & Imperial SBDC Network, the ABASD has helped minority businesses receive more than 8,000 hours in technical assistance and nearly \$40,000,000 in disaster relief capital, including Payment Protection Program loans, Economic Injury Disaster loans, County of San Diego Small Business Stimulus grants, City of San Diego Small Business Relief Funds, Black Business Relief Funds, and Small and Disadvantaged Business Grants. ABASD has expanded its impact through community-based outreach and partnerships while more than doubling its office size to provide a cultural co-working hub for the API community with free meeting and collaboration space for API nonprofits. Because of its diverse programs, ABASD and its subcontractors have the flexibility, capacity and capability to accomplish the tasks assigned in the required timeframe.

### **3.6 Present and Future Workload**

The flexible present and future workload of the ABASD team and its Subcontractors, as well as the additional subcontractors of our subcontractors which we can call upon, allows for seamless integration alongside existing workload commitments. Currently, the ABASD employs a total of 17 staff. Three individuals provide staff supervision, including the President/CEO who supervises the three Unit Leads for Programs, Marketing and Outreach, and Grant Administration/Accounting; the Programs Manager who supervises all business development staff and contractors; and the Director of Marketing and Outreach who supervises members of the Marketing and Outreach Team.

### **3.7-3.8 Personnel**

The personnel assigned to this agreement will be centrally located at the ABASD's office in the Convoy District, 7675 Dagget Street Ste 340. Subcontractors also have office space in the ABASD's office. Personnel other than Dovetail Partners, will work daily in-person at the Convoy-based office. The Dovetail team will work remotely unless and until needed in the office. Each staff person assigned to this agreement will dedicate 50% or more of their hours to support this project, depending on how much time we are ultimately given for the execution of the agreement.

The Asian Business Association San Diego along with its subcontractor Social Artistry, have the flexibility with staff and contractors to ramp up and bring in additional assistance and staff as seems appropriate. Because of this flexibility the ABASD and Social Artistry has the capacity and capability to accomplish the tasks assigned in the required timeframe. The ABASD and its subcontractors have additional subcontractors which we can call upon, allowing for extra support as we need.

Exhibit B- Samples of Materials and Translations





## ABASD SBDC

is here to support your business!



Our nonprofit and federally-funded nationwide Small Business Development Center Network offers NO-COST Technical Assistance (including language assistance) to help with:

- New grants and loans available for those affected by COVID-19
- Technical assistance for all small to large-scale businesses
- Entrepreneurs looking to launch their business
- Additional resources, networks, and webinars to grow your business
- Access to capital and so much more!

**Join the nationwide network  
and schedule your no-cost appointment today:**

[www.abasd.org](http://www.abasd.org) | (858) 277-2822 | [info@abasd.org](mailto:info@abasd.org)

*Maraming Salamat - We look forward to supporting you!*

Funding provided by the City of San Diego



Nuestra Red Nacional de Centros de Desarrollo de Pequeñas Empresas, sin fines de lucro y con fondos federales, ofrece asistencia técnica SIN COSTO (incluyendo ayuda con el idioma) para ayudar con:

- Nuevas ayudas (subsidios) y préstamos disponibles para los afectados por COVID-19
- Asistencia técnica para todas las empresas de pequeña a gran escala
- Empresarios que buscan lanzar su negocio
- Recursos adicionales, redes y seminarios web para hacer crecer su negocio
- Acceso acapital ¡Y mucho más!

**Únase a la red nacional  
y programe su cita sin costo hoy:**

[www.StrategicAllianceSD.org](http://www.StrategicAllianceSD.org) | (858) 277-2822

*Este es el enlace para que su equipo revise nuestros servicios:*

<https://www.sdivsbdc.org/alliance-sbdc/>

Financiación proporcionada por la ciudad de San Diego





## NEW URGENCY ORDINANCE WILL:



- Allow outdoor business operations for dining and retail in parking lots, on-street parking spaces, and sidewalks as well as neighboring business frontage with written permission of neighboring business owner.
- Waive parking requirements so businesses can make use of private parking lots to place dining furniture and displays, among other retail operations. Streamline and cut red tape for sidewalk cafés.
- Allow "Pedestrian Plazas" to take over on-street parking for expanded outdoor dining and retail.
- Allow business improvement districts to issue Sidewalk Café permits for an expanded area of the sidewalk.
- Waive special event permit fees to allow nonprofit applicants to close streets and conduct business outdoors faster and cheaper.
- Waive special event application processing fees, late fees, and fire inspection fees for street closures.
- Retroactive fee waivers for applicants that were previously approved for an outdoor dining special event permit after May 1, 2020.
- Broaden allowances and reduce required permits for temporary signs so that small businesses can place banners, A-frame signage in the right of way, public health reminders, and other informational signs outdoors on sidewalks while maintaining ADA access.
- Allow for expanded wholesale distribution of food, beverages, and groceries directly to consumers while allowing for social distancing.
- Preserve mobility, safety and emergency access for pedestrians, and preserve requirements that ADA access and path of travel be maintained at all times.
- Require full compliance with all State and County Health Orders and guidance.

## GUIDELINES FOR PUBLIC SAFETY:



- Expansion is only allowed into existing parking spaces. **DO NOT BLOCK RED-PAINTED CURBS.**
- The business expansion shall not encroach within 2 feet of the travel lane.
- The installation of a visible and tactile edge, pursuant to Americans with Disabilities Act Guidelines, is required.
- Canopies or umbrellas may be used in conjunction with an outdoor business expansion, but shall not be used as a permanent roof or shelter over the sidewalk café area.
- A clear path, free of all obstructions to the flow of pedestrian traffic, shall be provided in the public right-of-way and shall be maintained at all times.
- The clear path shall be a paved sidewalk that is at least 4 feet wide.
- Items placed in the street parking lane shall not be placed in any manner that blocks or hinders access to a stormwater drainage structure.
- If you see something that looks UNSAFE, say something and report it.



## ADDITIONAL OUTSIDE AGENCY REQUIREMENTS:



### ABC-218 CV19 Instructions Alcoholic Beverage Control

Purpose of a COVID-19 Temporary Catering Authorization. The COVID-19 Temporary Catering Authorization is intended to assist qualified hospitality businesses with reopening in a manner that is consistent with local and state health and safety directives.

- [www.abc.ca.gov/abc-218-cv19-instructions/](http://www.abc.ca.gov/abc-218-cv19-instructions/)

### State of California SUPPLEMENTAL DIAGRAM

State of California Department of Alcoholic Beverage Control Gavin Newsom, Governor. SUPPLEMENTAL DIAGRAM. Instructions to Applicant:

*Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. If this is an event for a daily license, catering authorization.*

- [www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf](http://www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf)

### COVID-19 Temporary Catering Authorization Application (ABC-218 CV19)

Department of Alcoholic Beverage Control, State of California. COVID-19 TEMPORARY CATERING AUTHORIZATION APPLICATION. Before completing this application, please review Form ABC-218 CV19 Instructions.

- [www.abc.ca.gov/wp-content/uploads/forms/ABC253.pdf](http://www.abc.ca.gov/wp-content/uploads/forms/ABC253.pdf)

E



## LA NUEVA REGLAMENTACIÓN INMEDIATASERA:



- Permitir operaciones de negocios al aire libre para comer y vender en estacionamientos, espacios de estacionamientos en la calle y aceras, así como en las fachadas de negocios de la comunidad con el permiso escrito del dueño del negocio.
- Eliminar los requisitos de aparcamiento para que los negocios puedan hacer uso de los estacionamientos privados para colocar muebles de comedor y exhibidores, además de otras operaciones de venta al por menor. Así como también agilizar y reducir la burocracia para los dueños de las aceras.
- Permitir que "plazas peatonales" se hagan cargo del estacionamiento en la calle para ampliar el comedor al aire libre y los negocios de venta al por menor.
- Permitir que los dueños de negocios emitan permisos de "Café en la Acera" (Sidewalk Café) para un área ampliada de la acera.
- Eliminar las cuotas de permisos para eventos especiales para permitir a los solicitantes sin fines de lucro a cerrar las calles y llevar a cabo negocios al aire libre más rápido y más barato.
- Eliminar las cuotas de procesamiento de solicitudes para eventos especiales, las cuotas por retraso y las cuotas de inspección de incendios para el cierre de calles.
- Retroactividad de la cuota para los solicitantes que fueron previamente aprobados para un permiso de evento especial de gastronomía al aire libre después del 1 de mayo del 2020.
- Aumentar los permisos y reducir los requisitos del permiso requerido para los anuncios temporales a fin de que los pequeños negocios puedan colocar pancartas, letreros de marco A sobre el derecho de paso, avisos de salud pública y otros anuncios informativos en las aceras con respecto al aire libre. Además, manteniendo al mismo tiempo el acceso para personas discapacitadas según la Ley de Americanos con Discapacidad (the Americans with Disabilities Act, ADA por sus siglas en inglés).
- Permitir una mayor distribución al por mayor de alimentos, bebidas y comestibles directamente a los consumidores, manteniendo el distanciamiento social.
- Preservar la movilidad, la seguridad y el acceso de emergencia para los peatones, además de preservar los requisitos de accesibilidad a ADA, así como también mantener la ruta de desplazamiento en todo momento.
- Exigir el pleno cumplimiento de todas las normas y reglas de salud sanitarias del Estado y del país.

## REGLAS PARA LA SEGURIDAD PÚBLICA:



- La expansión sólo se permite en los espacios de estacionamiento existentes. **NO BLOQUEAR LOS BORDES DE LAS ACERAS PINTADAS DE ROJO.**
- Los expansionistas de negocios no deben acercarse a menos de dos pies del carril de circulación.
- Se requiere la instalación de un borde visible y táctil, de acuerdo con las reglas de la Ley de Americanos con Discapacidades.
- Los carpas paraguas pueden utilizarse en combinación con la expansión del negocio al aire libre, pero no se usarán como techo permanente o resguardo sobre la zona de cafetería de la acera.
- Se habilitará un camino despejado, libre de todo obstáculo al flujo del tráfico peatonal, en el derecho de paso público y se mantendrá en todo momento.
- El camino despejado será una acera pavimentada de al menos 4 pies de ancho.
- Los artículos colocados en el carril de estacionamiento de la calle no se deben colocar de manera que bloqueen o dificulten el acceso a una estructura de drenaje de aguas pluviales.
- Si ve algo que parezca POCO SEGURO, repórtelo.



## REQUISITOS ADICIONALES DE AGENCIAS EXTERNAS:



### ABC-218 CV19 Instrucciones para el control de bebidas alcohólicas

El propósito de una Autorización de Catering Temporal COVID-19. La autorización de servicios de comidas temporales COVID-19 tiene por objetivo ayudar a las empresas de hostelería calificadas a reabrir de forma coherente con las normas de seguridad y salud tanto como locales como estatales.

• [www.abc.ca.gov/abc-218-cv19-instructions/](http://www.abc.ca.gov/abc-218-cv19-instructions/)

### Estado de California DIAGRAMA SUPLEMENTARIO

Departamento de Control de Bebidas Alcohólicas del Estado de California Gavin Newsom, Gobernador.  
DIAGRAMA SUPLEMENTARIO Instrucciones para los solicitantes:

Dibuje un boceto del área en la que se encuentra o se encontrará el local autorizado. Muestre las estructuras adyacentes y las calles transversales más cercanas. Si se trata de un evento para una licencia diaria, se requiere de la autorización del catering.

• [www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf](http://www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf)

### COVID-19 Solicitud de Autorización de Catering Temporal (ABC-218 CV19)

Departamento de Control de Bebidas Alcohólicas, Estado de California COVID-19 SOLICITUD DE AUTORIZACIÓN TEMPORAL DE CATERING. Antes de completar esta solicitud, por favor revise las instrucciones del formulario ABC-218 CV19.

• [www.abc.ca.gov/wp-content/uploads/forms/ABC253.pdf](http://www.abc.ca.gov/wp-content/uploads/forms/ABC253.pdf)

## ລະບຽບໃໝ່ຈະ:



- ອະນຸຍາດຈັດທຸລະກິດປຸງຮັກໃນເດີນຈອດລົດ, ບ່ອນຈອດລົດຕາມກະໂນ, ແລະທາງຢ່າງເປັນຂອບເຂັ້ມຂອງບ່ອນຂາຍເຄື່ອງ ຖ້າທ່ານຢາກໃຊ້ສະຖານທີ່ໃຫ້ກຳລັງໄດ້ຢູ່ນອກຮ່າງ, ທ່ານຕ້ອງການໃບອະນຸຍາດຈາກເຈົ້າຂອງບໍລິສັດນີ້
- ລະຫວ່າງຈັດປະຕິບັດການຈັດຈຸດລົດສະເພາະບໍລິສັດປຸງຮັກເດີນຈອດລົດຖານໃນບ່ອນເກີດ, ການສະແດງ, ແລະ ການຂາຍເຄື່ອງອື່ນໆໄດ້
- ໃຊ້ໃບຢັ້ງຢືນສະໜັບສະໜູນໂບຍອະນຸຍາດສໍາລັບ Sidewalk Cafe ງ່າຍກວ່າແຕ່ອ່ອນ
- ອະນຸຍາດPedestrian Plaza ຂະຫຍາຍຂອບເຂັ້ມຂອງຈຸດລົດຕາມຖະໜົນສະເພາະຈັດບ່ອນເກີດແລະບ່ອນຂາຍເຄື່ອງປຸງຮັກໂດຍໂດຍສະເພາະຕາມຖະໜົນໂດຍກົດໝາຍ
- ອະນຸຍາດເຮດຊີເຊຍສະໜັບສະໜູນທຸລະກິດ (business improvement districts) ຊຶ່ງນອກໂບຍອະນຸຍາດສໍາລັບ Sidewalk Cafe ໂດຍລະດັບຕາມຖະໜົນໂດຍກົດໝາຍ
- ລະຫວ່າງຈັດປະຕິບັດການເຮດຊີເຊຍສະໜັບສະໜູນທຸລະກິດອີກການທີ່ທຸລະກິດຈັດປະຕິບັດການໄດ້ແລະປະຕິບັດທຸລະກິດປຸງຮັກໂດຍກົດໝາຍແລະລະດັບຕາມຖະໜົນໂດຍກົດໝາຍ
- ຈັດການສະຫລະຄໍາໃຫ້ໄດ້ສະເໝີກັນໄດ້ສໍາລັບໂບຍອະນຸຍາດສໍາລັບເຮດຊີເຊຍສະໜັບສະໜູນທຸລະກິດແລະ ຫລັງຈາກ ວັນ 1 ເດືອນມິດສະຍາ ປີ 2020
- ອະນຸຍາດສ້າງຂອງສິນຄ້າຂາຍແນວແລະຫລັກຖານວ່າສິ່ງຈໍາເປັນສໍາລັບການອະນຸຍາດບໍ່ມີຂໍ້ຄວາມ ດັ່ງນັ້ນບໍລິສັດຈັດປະຕິບັດການ, ບ້ານແບບ A-frame, ການເຮັດຄວາມຈໍາກັດກັບສູນຂາຍສະຫລະຄວາມ, ແລະ ບ້ານໂຄສະນາອື່ນໆຕາມທາງບ້ານສະໜັບສະໜູນສໍາລັບກົດໝາຍ ADA (ທາງສໍາລັບຄົນພິການ).
- ອະນຸຍາດການເຫຼົ້າຢາຍຂາຍເທົ່າທາງ, ເຄື່ອງດື່ມ, ແລະ ເຄື່ອງເພັງ ຫລາຍກວ່າແຕ່ອ່ອນໂດຍກົດໝາຍທີ່ບໍ່ມີໄພກວ່າຂໍ້ກຳລັງ Social Distancing
- ສັກສາຄວາມເຄື່ອນທີ່ໄດ້, ຄວາມປອດໄພ, ແລະ ທາງພາວະສຸກເຊັ່ນໃຫ້ຄົນຢ່າງຕາມຖະໜົນ, ລະບຽບໃໝ່ຕ້ອງການອັກສາທາງ ADA (ທາງສໍາລັບຄົນພິການ) ສະເໝີ
- ຕ້ອງການບັນຍາຍລະບຽບບັງຄັບຂອງລັດຄາລິຟໍເນຍແລະເຮດ San Diego

## ລະບຽບສໍາລັບຄວາມປອດໄພສະຫາລະນະ:



- ຂະຫຍາຍໄດ້ໃນແຕ່ບ່ອນຈອດລົດທີ່ຈັດຢູ່ແລ້ວ, ຫ້າມກັບຂັດຂວາງແດງ
- ການຂະຫຍາຍທຸລະກິດຢ່າງກວ້າງໃນ 2 ຟຸດ ຕິທາງໄປ,
- ຕ້ອງການນິຍອບທີ່ເກີດຂຶ້ນຈາກການຈັດປະຕິບັດການຂອງ Americans with Disabilities Act (ADA) ໄດ້ເຊົ້າ
- ບັງຄັບທີ່ຕິດຕັ້ງໃສ່ໄດ້ສໍາລັບການຂະຫຍາຍທຸລະກິດປຸງຮັກແຕ່ວ່າເປັນເທຣັງຄາຖາວອນຫຼືບ່ອນຫລິ້ນໄພຂອງ Sidewalk Cafe ບໍ່ໄດ້
- ຕ້ອງຈັດທາງທີ່ຂາດສິ່ງກົດຂວາງໃນທາງໄປລົດທີ່ສະຫາລະນະແລະ ສັກສາທາງນີ້ໃຫ້ຄົນຢ່າງຕາມຖະໜົນສະເໝີ
- ທາງທີ່ຂາດສິ່ງກົດຂວາງຕ້ອງເປັນທາງຢ່າງທີ່ໄດ້ຢູ່ແລ້ວ ແລະ ຕ້ອງມີຢ່າງໜ້ອຍຄວາມກວ້າງ 4 ຟຸດ
- ຫ້າມກັບການລະບາຍທີ່ລັກໃຫ້ນໍ້າຝົນ
- ຖ້າທ່ານເຫັນສິ່ງທີ່ເປັນອັນຕະລາຍ, ບອກນາໂລດ



## ສິ່ງຈໍາເປັນຕື່ມອີກຈາກບໍລິສັດອື່ນໆ



### ຄໍາແນະນຳກ່ຽວກັບກຳຄວບຄຸມເທລີ້ (ABC-218 CV19)

ຈຸດປະສົງຂອງໂບຍອະນຸຍາດຈັດອາຫານ ລົດຄວາມໄຄວິດ-19 (COVID-19 Temporary Catering Authorization) COVID-19 Temporary Catering Authorization ຢ່າງຄວບຄຸມເທລີ້ເພື່ອບໍລິສັດທີ່ມີໃຈກະລຸນາແລະທີ່ສະເໝີກັບອະນຸຍາດໂດຍລະບຽບກ່ຽວກັບສຸຂະພາບແລະຄວາມປອດໄພຂອງລັດຖະບານທີ່ອາໄສຢູ່ໃນລັດຄວາມໄຄວິດ-19

- [www.abc.ca.gov/abc-218-cv19-instructions/](http://www.abc.ca.gov/abc-218-cv19-instructions/)

### ແຖມຮູບພາບຈາກລັດຄາລິຟໍເນຍ

ພະແນກກຳຄວບຄຸມເທລີ້ແຫ່ງລັດຄາລິຟໍເນຍ Govt Newsom, ຜູ້ວາງກຳລັງ, ແຖມຮູບພາບ, ຄໍາແນະນຳໃຫ້ຮູ້ສະໝັກ.

ແຕ່ລະບ່ອນທີ່ການຈັດຈະຢູ່, ສະແດງວ່າໂຄງສ້າງເປັນຈັງໃດແລະຖະໜົນໃກ້ທີ່ສຸດທີ່ຄວນທ່ານ

- [www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf](http://www.abc.ca.gov/wp-content/uploads/forms/ABC218CV19.pdf)

### COVID-19 Temporary Catering Authorization (ການອະນຸຍາດຈັດອາຫານລົດຄວາມໄຄວິດ-19, ເອີ້ນວ່າ ABC-218 CV19 ກໍໄດ້)

ພະແນກກຳຄວບຄຸມເທລີ້ແຫ່ງລັດຄາລິຟໍເນຍ ABC-218 CV19, ກ່ອນຂຽນສໍາເລັດພອມ, ກະຊວງກວດເບິ່ງຄໍາແນະນຳຂອງພອມ ABC-218 CV19.

- [www.abc.ca.gov/wp-content/uploads/forms/ABC2253.pdf](http://www.abc.ca.gov/wp-content/uploads/forms/ABC2253.pdf)



## Small Business Health Options Program (SHOP)

Health Insurance Plans

Aug. 1, 2013

## About Covered California™

Covered California is charged with creating a new insurance marketplace in which individuals and small businesses can get access to health insurance. With coverage starting in 2014, Covered California will help individuals compare health insurance plans and choose the one that works best for their health needs and budget. Financial help will be available from the federal government to help reduce costs for people who qualify on a sliding scale. Small businesses will be able to purchase competitively priced health plans and offer their employees the ability to choose from an array of plans and may qualify for federal premium assistance. Covered California is an independent part of the state government whose job is to make the new market work for California's consumers. Covered California is a state agency responsible for implementing the federal Patient Protection and Affordable Care Act in California. It is overseen by a five-member board appointed by the Governor and the California State Legislature.

For more information on Covered California, please visit [www.CoveredCA.com](http://www.CoveredCA.com).

## About the Small Business Health Options Program (SHOP)

The Small Business Health Options Program, or SHOP, allows small businesses employing 50 or fewer eligible employees to offer a broad choice of affordable, quality health insurance plans to their workers. SHOP coverage beginning Jan. 1, 2014, will include six health insurance plans in 19 pricing regions throughout California. No region of the state will have fewer than three health insurance plans available, and most will have four or more, with dozens of products to choose from.

Covered California offers small businesses four levels of health insurance plans — Platinum, Gold, Silver and Bronze. Small-business owners will be able to go online to shop and compare coverage options available for their employees.

Certified Covered California insurance agents will assist employers in selecting an “anchor” plan through SHOP's online marketplace. Employers can choose the coverage level that is the best fit, then select the anchor plan in that coverage level that suits their budget. Their employees can choose coverage under the anchor plan, or a different plan so long as it is in the same coverage level. If the employee chooses a more expensive plan, the employee absorbs the additional cost but still has flexibility and choice.

Having this much choice to offer employees puts small businesses on par with larger employers. This is critical in recruiting excellent talent who often seek jobs with top-drawer health benefits. In the past, providing employee choice meant the employer had to pay additional fees. SHOP supplies a broad choice at no additional cost.

Additionally, employees enroll online through SHOP, relieving small businesses of the need to manage enrollment paperwork. Even if employees choose different plans, employers will receive only one consolidated bill.



## How Will Covered California's SHOP Help Small Businesses?

Covered California's SHOP will administer enrollment, eligibility, billing and premium collection, so small businesses can focus on their core functions. SHOP also offers an online portal to provide small businesses with ongoing assistance to manage their health insurance.

Small businesses with fewer than 25 full-time-equivalent employees may qualify for federal tax credits of up to 50 percent of the premium cost. The federal tax credit is only available to small businesses that purchase their health coverage through SHOP.

Businesses that previously found it difficult to maintain coverage because of escalating costs can now anchor their contribution to lower cost plans and still provide employees health insurance options.

## How much could your small business pay?

Covered California has developed the following scenarios to illustrate how SHOP can offer competitive health insurance options while providing choice for both employees and employers.

**The scenarios depict two small businesses:**

- 1. a low-wage small business with nine employees**
- 2. a mid-to-high-wage small business with 15 employees**

Each scenario describes health coverage costs employers incurred in 2013, and how much they should expect to pay in 2014 when purchasing a similar level of coverage through SHOP.

For more information about Covered California's SHOP, please contact us at (877) 453-9198 or visit [www.CoveredCA.com](http://www.CoveredCA.com).

## 2013 Employee Health Benefit Summary

- All employees have elected this employer's offer of coverage
- Employer covers half the cost of each employee's employee-only premium
- Employer does not cover any of the cost of dependent premium
- Employer is currently offering Anthem Blue Cross Deductible 3000 PPO

Employee No.	Age	Monthly Premium
7	26	\$202
5	29	\$202
1	31	\$250
9	33	\$250
2	36	\$250
6	44	\$337
4	47	\$337
8	51	\$455
3	54	\$455
Total Invoiced by Carrier		\$2,738
Total Employer Responsibility		\$1,369
Total Less Tax Credit (35%)		\$890

## 2013 Premium Tax Credit Eligibility

- Employee average annual wages are \$24,000
- Employer contributes to employee-only coverage – 50 percent of each employee-only cost
- Total premium contribution from employer for 2013 will be \$16,428
- This employer is entitled to a 35 percent credit on their total contribution to employee health premiums on their 2013 tax filing = \$5,750
- Total employer contribution to employee premiums in 2013 = \$10,678

## 2014 Scenario

- Employer purchases the Silver plan through SHOP on Jan. 1, 2014
- Employer anchors their contribution to the Kaiser Permanente HSA Plan
- Employee average wages continue to be \$24,000
- All nine eligible employees will be enrolling
- Employer continues to cover 50 percent of each employee premium cost
- The following table summarizes employer costs per month in 2014 using employer chosen anchor plan
- Employees are free to pick any plan they want in the employer's chosen tier

Employee No.	Age	Anthem Deductible 3000 PPO Plan (2013 Plan)	Health Net PPO Plan (Similar SHOP plan)	Blue Shield HMO Plan	Kaiser Permanente HMO Plan	Kaiser Permanente HSA Plan (Anchor Plan)
7	26	\$202	\$251	\$257	\$220	\$211
5	29	\$202	\$275	\$281	\$240	\$230
1	31	\$250	\$285	\$291	\$249	\$239
9	33	\$250	\$294	\$301	\$257	\$247
2	36	\$250	\$302	\$309	\$264	\$253
6	44	\$337	\$343	\$351	\$300	\$288
4	47	\$337	\$384	\$393	\$335	\$322
8	51	\$455	\$458	\$468	\$400	\$384
3	54	\$455	\$524	\$536	\$458	\$440
Total Premium		\$2,738	\$3,116	\$3,187	\$2,613	\$2,614
Total Employer Responsibility (50%)						\$1,307
Total Less Tax Credit (50% in 2014)						\$654



Mid-to-High-Wage Small Business

### 2013 Employee Health Benefit Summary

- All employees have elected this employer's offer of coverage
- Employer currently covers 100 percent of the cost of each employee's employee-only premium
- Employer currently does not cover any of the cost of dependent premium
- Employer is currently offering the Blue Shield Base PPO 30 Plan, featuring a \$3,000 calendar year deductible, \$30 office visit co-pay and \$6,000 annual out-of-pocket maximum

Employee No.	Age	Monthly Premium
14	22	\$243
2	25	\$243
6	28	\$243
3	30	\$294
12	37	\$294
10	38	\$294
1	40	\$409
5	40	\$409
11	40	\$409
15	40	\$409
7	44	\$409
9	45	\$409
4	50	\$546
8	50	\$546
13	58	\$679
Total Invoiced by Carrier		\$5,836
Total Employer Responsibility		\$2,918

Mid-to-High-Wage Small Business

### 2014 Scenario

- Employer purchases the Silver plan through SHOP on Jan. 1, 2014
- Employer anchors their contribution to the Health Net Silver Standard Coinsurance PPO plan
- Employee average wages continue to be \$90,000
- All 15 eligible employees will be enrolling
- Employer continues to cover 50 percent of each employee's premium cost
- Employees are free to pick any plan they want in the employer's chosen tier

Employee No.	Age	Blue Shield Base PPO 30 Plan (2013 Plan)	Blue Shield HMO Plan	Kaiser Permanente HSA Plan	Kaiser Permanente HMO Plan	Health Net PPO Plan (Anchor Plan)
14	22	\$243	\$313	\$255	\$265	\$284
2	25	\$243	\$314	\$256	\$267	\$285
6	28	\$243	\$340	\$277	\$289	\$308
3	30	\$294	\$355	\$289	\$301	\$322
12	37	\$294	\$387	\$315	\$329	\$351
10	38	\$294	\$389	\$318	\$331	\$353
1	40	\$409	\$399	\$326	\$339	\$362
5	40	\$409	\$399	\$326	\$339	\$362
11	40	\$409	\$399	\$326	\$339	\$362
15	40	\$409	\$399	\$326	\$339	\$362
7	44	\$409	\$437	\$356	\$371	\$396
9	45	\$409	\$451	\$368	\$383	\$410
4	50	\$546	\$558	\$455	\$474	\$507
8	50	\$546	\$558	\$455	\$474	\$507
13	58	\$679	\$796	\$649	\$676	\$723
Total Premium		\$5,836	\$6,496	\$5,296	\$5,516	\$5,894
Total Employer Responsibility (50%)						\$2,974

## 2014 SHOP Rates Compared to 2013 Small Group Market

The following table looks at average small group rates in select California metropolitan areas for the first quarter of 2013 and compares those figures to an average of the first, second, and third-lowest Silver plan for 2014 Covered California SHOP rates for the same areas.

The average premium between equivalent plans shows that in these areas, premium costs have decreased by as much as 17 percent, except for one region.

## Averages for 40-year-old Employee Health Care

2014 Lowest Silver Plan	2014 Second- Lowest Silver Plan	2014 Third- Lowest Silver Plan	2014 Average of Three Lowest- Priced Silver Plans	Average of 2013 Comparable Small Group Plans	Difference Between Average Silver Plans & Comparable Small Group Plans
<b>Region 3 — Sacramento County</b>					
Kaiser Permanente HSA \$295	Western Health Advantage HSA \$328	Health Net PPO \$365	\$329	\$334	↓ 2%
<b>Region 4 — San Francisco County</b>					
Chinese Community HMO \$223	Kaiser Permanente HSA \$326	Health Net PPO \$399	\$316	\$403	↓ 28%
<b>Region 6 — Alameda County</b>					
Kaiser Permanente HSA \$310	Health Net PPO \$368	Blue Shield HMO \$474	\$384	\$340	↑ 12%
<b>Region 15 — Los Angeles County (partial)</b>					
Kaiser Permanente HSA \$263	Blue Shield HMO \$272	Health Net PPO \$288	\$274	\$311	↓ 13%
<b>Region 16 — Los Angeles County (partial)</b>					
Blue Shield HMO \$287	Kaiser Permanente HSA \$290	Health Net PPO \$349	\$309	\$362	↓ 17%
<b>Region 19 — San Diego County</b>					
Kaiser Permanente HSA \$263	Sharp HSA \$288	Health Net PPO \$320	\$290	\$324	↓ 12%

**Assumptions:** When there were multiple rates from one plan, lowest cost rate was taken and other rates were excluded from comparison. For example, Sharp has three rates in San Diego that took low positions, therefore Health Net's PPO was chosen as third-lowest Silver plan.

## Health Insurance Companies by Pricing Region

Region	Counties	Insurance Companies
1	Alpine, Del Norte, Siskiyou, Modoc, Lassen, Shasta, Trinity, Humboldt, Tehama, Plumas, Nevada, Sierra, Mendocino, Lake, Butte, Glenn, Sutter, Yuba, Colusa, Amador, Calaveras, Tuolumne	<b>Blue Shield</b> – PPO (coinsurance), HMO (copay) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente*</b> – HMO (copay), HMO (coinsurance), HMO (HSA) <b>Western Health Advantage</b> – HMO (copay), HMO (coinsurance), HMO (HSA) <i>*specific areas only</i>
2	Napa Sonoma Solano Marin	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA) <b>Western Health Advantage</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
3	Sacramento Placer El Dorado Yolo	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA) <b>Western Health Advantage</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
4	San Francisco	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Chinese Community Health Plan</b> – HMO (copay), HMO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
5	Contra Costa	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)

## Health Insurance Companies by Pricing Region

Region	Counties	Insurance Companies
6	Alameda	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
7	Santa Clara	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
8	San Mateo	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Chinese Community Health Plan*</b> – HMO (copay), HMO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA) <i>*specific areas only</i>
9	Santa Cruz Monterey San Benito	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
10	San Joaquin Stanislaus Merced Mariposa Tulare	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)

**HMO** – health maintenance organization

**HSA** – health savings account

**PPO** – preferred provider organization

## Health Insurance Companies by Pricing Region

Region	Counties	Insurance Companies
11	Fresno Kings Madera	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
12	San Luis Obispo Ventura Santa Barbara	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
13	Mono Inyo Imperial	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
14	Kern	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
15	Los Angeles (partial)	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
16	Los Angeles (partial)	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)

## Health Insurance Companies by Pricing Region

Region	Counties	Insurance Companies
17	San Bernardino Riverside	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
18	Orange	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA)
19	San Diego	<b>Blue Shield</b> – HMO (copay), PPO (coinsurance) <b>Health Net</b> – PPO (coinsurance) <b>Kaiser Permanente</b> – HMO (copay), HMO (coinsurance), HMO (HSA) <b>Sharp Health Plan</b> – HMO (copay), HMO (coinsurance), HMO (HSA)

**HMO** – health maintenance organization

**HSA** – health savings account

**PPO** – preferred provider organization

blue  of california

## Blue Shield of California

**Offered in these pricing regions:** All

**About the insurer:**

Blue Shield of California is a California-based nonprofit health insurance company. Our mission is to ensure all Californians have quality health care at an affordable price.

**Network**

Hospitals: 223

Physicians: 22,048 (does not include hospital-based physicians)

**Website:** [www.blueshieldca.com](http://www.blueshieldca.com)

**Phone:** 800-393-6130



## Chinese Community Health Plan

**Offered in these pricing regions:** 4, 8

**About the insurer:**

Chinese Community Health Plan was formed in 1986 as an alternative health maintenance organization (HMO) for patients served by the Chinese Hospital Health System. The Health System was created more than a century ago to serve Chinese-Americans who were often excluded from mainstream health care. Today, Chinese Community Health Plan continues to offer culturally competent care and is available to those who are employed or reside in San Francisco and northern San Mateo counties.

**Network**

Hospitals: 9

Physicians: 315

**Website:** [www.cchphmo.com](http://www.cchphmo.com)

**Phone:** 888-775-7888



## Health Net

**Offered in these pricing regions:** All

**About the insurer:**

Health Net Inc. is a publicly traded managed care organization that delivers managed health care services through health plans and government-sponsored managed care plans.

**Network**

Hospitals: 204

Physicians: approximately 44,000

**Website:** [www.healthnet.com](http://www.healthnet.com)

**Phone:** 877-288-9082





## Kaiser Permanente

**Offered in these pricing regions:** All

**About the insurer:**

Kaiser Permanente began serving the public in October 1945, growing to become one of the nation's largest nonprofit health insurance companies. Today, Kaiser Permanente offers a choice of its many top doctors and specialists and is a pioneer in online tools to let members email their doctor, make appointments and get lab results and prescription refills all online. Kaiser Permanente helps its members to live well, be well and thrive.

**Network**

Hospitals: 35  
Physicians: 14,219

**Website:** [www.kp.org](http://www.kp.org)

**Phone:** 800-464-4000



## Sharp Health Plan

**Offered in these pricing regions:** 19

**About the insurer:**

As San Diego's only locally based commercial health insurance company, this nonprofit delivery system was formed in 1979.

**Network**

Hospitals: 10  
Physicians: 2,600

**Website:** [www.sharp.com](http://www.sharp.com)

**Phone:** 800-827-4277



## Western Health Advantage

### Western Health Advantage

**Offered in these pricing regions:** 1, 2, 3

**About the insurer:**

Western Health Advantage is a nonprofit health insurance company founded by UC Davis Health System, Dignity Health and NorthBay Healthcare System. Western Health Advantage offers services to northern California individuals, families and employees through a broad network of trusted regional health systems and medical groups.

**Network**

Hospitals: 15

Physicians: 3,000

**Website:** [www.westernhealth.com](http://www.westernhealth.com)

**Phone:** 888-563-2250

# هل أنت مقدم رعاية أطفال مرخص أو معفى من الترخيص في سان دييغو؟

منح مقدم رعاية الأطفال بمقاطعة سان دييغو CARES قد تكون مؤهلاً للحصول على تمويل لدعم عملك من خلال برنامج

هي مبادرة لمساعدة مقدمي رعاية الأطفال على تلبية المتطلبات الصحية لفيروس كورونا. ستوزع ٢٥ مليون دولار في قانون التمويل لفايروس كورونا وستبقى مفتوحة أثناء الوباء.



يمكن لمقدمي رعاية الأطفال التقدم بطلب للحصول على الدعم من أجل:  
التوظيف  
اللوازم  
مساعدة الرهن العقاري والإيجار  
مرونة الأعمال  
تحسينات رأسمالية للمناطق الخارجية

يمكن لمقدمي رعاية الأطفال التقدم بطلب عبر الإنترنت بين ٢٤ أغسطس و ٤ سبتمبر على [sdfoundation.org/ChildcareGrants](https://sdfoundation.org/ChildcareGrants). لطلب تقديم طلب بالبريد، أرسل بريداً إلكترونياً إلى [childcare@sdfoundation.org](mailto:childcare@sdfoundation.org) أو اتصل بالرقم (٦١٩) ٨١٤-١٣٨٩.



دم الآن • الموعد النهائي لتقديم الطلبات هو ٤ سبتمبر

أصبحت ممكنة بفضل:





# Pwogram Sibvansyon pou moun k ap bay sèvis gadri nan San Diego

Ou ka kalifye nan sibvansyon pou sipòte biznis ou atravè Pwogram Sibvansyon pou moun k ap pran swen timoun nan San Diego County Childcare, yon inisyativ ki pral distribye 25 milyon dola ameriken kòm finansman pou Lwa SWEN an, pou ede moun k ap pran swen timoun yo ranpli kondisyon sanitè COVID-19 la epi rete louvri pandan pandemi an.



## Founisè gadri ka aplike pou sipò nan:

- Anbochman
- Pwovizyon
- Asistans ipotèk ak lokasyon
- Rezistans antrepriz
- Amelyorasyon kapital pou zòn izole yo

Founisè swen pou timoun ka aplike sou entènèt ant 24 Out ak 4 Septanm nan sitwèb [SDFoundation.org/ChildcareGrants](https://SDFoundation.org/ChildcareGrants). Pou mande yon aplikasyon pa mwayen lapòs, voye yon imèl nan [childcare@sdfoundation.org](mailto:childcare@sdfoundation.org) oswa rele (619) 814-1389.



**Aplike Konnya • Dat Limit Aplikasyon an se 4 Septanm**

Li posib grasa





# Ma waxaad tahay bixiye daryeel rukhsad shaati leh ama shaati laga-dhaafay ee degan San Diego?

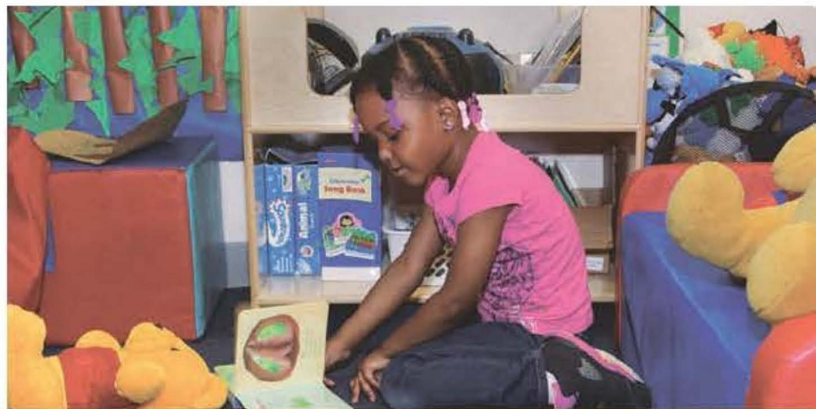
Waxaad xaq u yeelan kartaa deeq-lacageed oo lagu taageerayo ganacsigaaga iyada oo loo marayo Barnaamijka Deeqda Bixiyaha Daryeelka Ilmaha ee San Diego, oo ah mashruuc u qaybin doona \$ 25 milyan ee bixinayso maalgelinta Sharciga CARES si loo caawiyo daryeel Bixiyaasha ilmaha/carruurta. Si loo caawiyo/ay u helaan kaalmada; daryeel bixiyaasha waa ineey la kulmaan shuruudaha caafimaad ee COVID-19 oo ay furan yihiin inta lagu gudajiray cudurka faafa.



## Bixiyaasha xanaanada carruurta waxay codsan karaan taageero loogu talagalay:

- Shaqaalaha
- Qalabka
- Amaaho iyo gargaarka kirada
- Adkeysiga Ganacsiga
- Hagaajinta raasamaalka aagagga dibedda.

Bixiyaasha daryeelka carruurta waxay ku dalban karaan khadkaonline ka ah inta u dhexeysa Ogosto 24 iyo Sebtember 4 barta [SDFoundation.org/ChildcareGrants](https://www.sdfoundation.org/ChildcareGrants). Si aad u codsato codsi boosta, e-mail [childcare@sdfoundation.org](mailto:childcare@sdfoundation.org) ama wac (619) 814-1389.



**Codso Hadda • Waqtiga Kama Dambeysta ee codsiga waa 4-ta Sebtember**

Waxaa suurta galiyay:





# Quý vị là nhà cung cấp dịch vụ chăm sóc trẻ em được cấp phép hoặc miễn giấy phép tại San Diego?

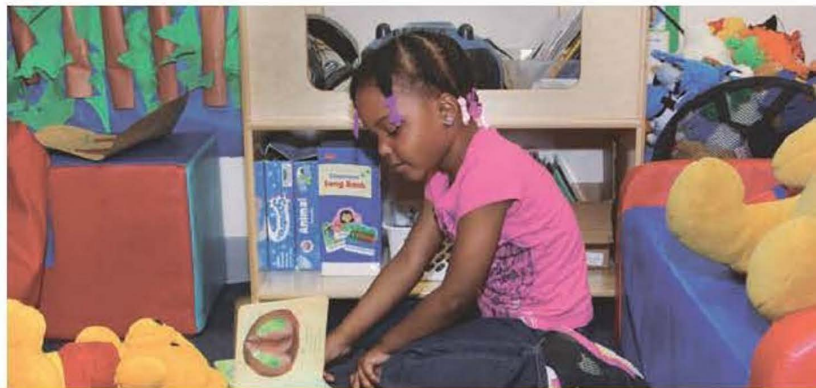
Bạn có thể đủ điều kiện nhận tài trợ để hỗ trợ doanh nghiệp của mình thông qua Chương trình Trợ cấp Nhà cung cấp Dịch vụ Chăm sóc Trẻ em Quận San Diego, một sáng kiến sẽ phân bổ 25 triệu đô la tài trợ theo Đạo luật CARES để giúp các nhà cung cấp dịch vụ chăm sóc trẻ em đáp ứng được các yêu cầu về y tế mùa COVID-19 và vẫn mở cửa trong đại dịch.



**Nhà cung cấp dịch vụ chăm sóc trẻ em có thể nộp đơn xin hỗ trợ dành cho:**

- Nhân viên
- Vật tư
- Hỗ trợ thuê chỗ ở hoặc thuê nhà
- Phục hồi hoạt động kinh doanh
- Cải thiện vốn cho các khu vực ngoài trời

Các nhà cung cấp dịch vụ chăm sóc trẻ em có thể đăng ký trực tuyến từ 24/8 đến 4/9 tại [SDFoundation.org/ChildcareGrants](https://sdfoundation.org/ChildcareGrants). Để yêu cầu đơn đăng ký qua thư, vui lòng gửi email đến [childcare@sdfoundation.org](mailto:childcare@sdfoundation.org) hoặc gọi số (619) 814-1389.



**Nộp Đơn Ngay • Thời hạn nộp đơn đăng ký là ngày 4/9**

Được thực hiện bởi



**COUNTY CONTRACT NUMBER 564987**  
**AGREEMENT WITH ASIAN BUSINESS ASSOCIATION SAN DIEGO FOR INDEPENDENT**  
**REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

**EXHIBIT A-2 – CONTRACTORS PROPOSAL CLARIFICATION**

1. Regarding the “Translation Services” line items included in your Exhibit C Pricing/Payment Schedule: Your translation services technical approach price proposes \$15,000; and for additional as-needed outreach sessions, \$600. Please describe the specific translation services/resources/methods to be utilized as a part of these line items.

**ASIAN BUSINESS ASSOCIATION SAN DIEGO RESPONSE.** The Translation Services listed in our Exhibit C is all-encompassing, meaning all translation needs are included in this cost, such as translation of printed materials, social media posts, video and webinars in other languages and in-person translators to speak and answer questions during in-person and virtual community meetings.

Through our business advising and equity advancement programs, we continue to offer translation services in most foreign languages such as Spanish, Vietnamese, Tagalog, Mandarin, Cantonese, Japanese, Korean, Thai, Lao and Arabic. We also provide a special focus on languages/dialects spoken in hard to reach communities, including Hindi, Hawaiian, Hmong, Karen and Khmer.

Our translation resources include professional translators and members of the community, some of whom are business owners themselves, others are advocates working for the advancement of their community.

Translators are provided training for business advising and community outreach to ensure consistency in the message being received in all communities in all languages. If a translator is needed for an in-person or virtual meeting, the ABA will reach out to a number of contractors who secure the most appropriate for the language and situation.



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**EXHIBIT A-3 - REQUEST FOR PROPOSALS CLARIFICATION QUESTIONS AND ANSWERS**

Q. The RFP calls for Enhancements to the website to maximize interest, user friendliness, traffic and engagement.

- a. Is the website mentioned the County IRC page <https://www.sandiegocounty.gov/content/sdc/redistricting.html>?
- b. If so, is the contractor responsible for actually making these changes (the contractor receives administrative access to the website) or will the contractor work with the County website host to implement suggested changes?
- c. If not, is the contractor responsible for securing and creating the outreach web platform necessary for the scope of work and for covering costs associated with website development and operation?
- d. Who will have final authority on approving such changes/web content?

**A. Yes, the website mentioned is the website identified in your question. It is anticipated that contractor requested changes will be in coordination with County personnel and the contractor will be given administrative access to this website. Final approval of all substantive and content related changes created by the contractor must be approved by the IRC.**

Q. The RFP calls for an optimal media and public relations strategy for advertising community outreach events, that includes posting information on a public facing website, social media, email distributions, mailers, posters/flyers, local radio and television, PSAs, including collateral materials, such as presentations, standard talking points and FAQs for the IRC.

- a. Is the contractor responsible for physical costs (printing, mailing) associated with the production and distribution of materials or will these costs be borne by the County independent of the contract award?
- b. Will social media outreach be conducted through existing CoSD social media accounts? If so, will the contractor be given administrative access to the accounts? Or will the contractor be required to create new social media accounts?
- c. Who will have final approval on all materials created by the contractor for public dissemination and distribution?

**A. The contractor will be responsible for physical costs associated with the production and distribution of materials. The contractor is expected to create new social media accounts for the IRC for outreach. The contractor will be able to coordinate outreach with CoSD social media accounts but will not have access to them. Final approval of all substantive and content related changes to materials created by the contractor for public dissemination and distribution must be approved by the IRC. Minor changes, like corrections to grammatical errors will not need approval.**

Q. The RFP calls for a variety of tools to solicit broad and diverse community input including, but not limited to, surveys and questionnaires, online input tools, and/or public comment.:

- a. Is the contractor responsible for physical costs associated with the production and distribution (printing, mailing) of surveys and questionnaires or will these costs be borne by the County independent of the contract award?
- b. Will online surveys, questionnaires/input tools/public comment tools be implemented through existing CoSD website and social media platforms or must the Contractor create a separate online distribution system?

**A. The contractor will be responsible for physical costs associated with the production and distribution of surveys and questionnaires. Online surveys, questionnaires/input tools/public comment tools can be implemented through the existing CoSD website or through a Contractor created online distribution system.**

Q. The RFP calls for the Contractor to organize, execute, and attend public meetings, educational events, and trainings and to engage broad public participation and input... at a minimum of seven (7) Pre-Mapping Public Hearings and two (2) Public Hearings using appropriate outreach and venues for in-person and/or virtual meetings for each target community.

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- a. Is the contractor responsible for production costs (costs of venues for in-person events; webinar and video production costs for all events, in-person/hybrid or fully virtual) or are these costs to be covered independent of the contract by the CoSD?
- b. Is the contractor responsible for subcontracting event production support (video, webinar, etc) or will the CoSD be subcontracting for such support independent of this contract?

**A. The contractor will be responsible for production costs (costs of venues for in-person events; webinar and video production costs for all events, in-person/hybrid or fully virtual), and for subcontracting event production support (video, webinar, etc.).**

Q. The RFP calls for the Contractor to “provide all staff, supervision, subcontractors, materials and supplies necessary to perform the work described herein and/or as directed by the IRC.”

- a. Does this cost apply to all IRC outreach subcontractors and staff working outside of the Contractor’s contract responsibilities such as for CoSD staff/subcontractors providing areas of online support (webinars, website, social media)? Or does this provision only apply to staff/subcontractors working directly under the Contractor?

**A. The contractor will be responsible for costs associated with staff, supervision, subcontractors, materials and supplies to perform the work as described in their proposal.**

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**EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions)

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

**3. Self-Insured Retentions**

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO form CG 2010 11 85 or **both** CG

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2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used). “Volunteers” for purposes of this Part 4 includes the members of the County of San Diego Independent Redistricting Commission.

**B. Primary Insurance Endorsement**

For any claims related to this Contract, Contractor’s insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**C. Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

**D. Severability of Interest Clause**

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**General Provisions**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder’s alphabetic and financial size category rating of not less than A, VII according to the current Best’s Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County’s Remedies**

Contractor’s failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor’s (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this

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Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

**12. Subcontractors' Insurance**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

**13. Waiver of Subrogation**

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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**EXHIBIT C – PRICING/PAYMENT SCHEDULE**

**FIXED PRICE**

Work/Activity Description	Price
Consulting Services- Subcontractors including CBO's	\$ 55,500.00
Managerial and/or administrative support	\$ 5,000.00
Clerical/staff support	\$ 3,000.00
Documents, reports, forms- digital and print design	\$ 9,000.00
Reproduction- flyers, mailers, posters, tri-folds	\$ 10,000.00
Direct Expenses- ABASD staff	\$ 26,000.00
Indirect Expenses	
Technical Support- A/V for in-person or virtual meetings	\$ 12,000.00
Translation Services- in-person and virtual meetings/digital and print materials	\$ 15,000.00
Public Input Meetings- (minimum of 10 in-person or virtual meetings)	\$ 10,000.00
Technical assistance	\$ 5,000.00
All associated travel and per diem expenses	\$ 5,500.00
Any other items (itemize)	

**Grand Total Fixed Price**

**(inclusive of associated travel and per diem expenses for in-person activities)      \$149,000.00**

**Additional As Needed Services**

Outreach and Marketing Services- \$175/hour

Managerial and/or administrative support- \$63/man hour

Consulting Services- \$135/hour



**COUNTY CONTRACT NUMBER 564987**  
**AGREEMENT WITH ASIAN BUSINESS ASSOCIATION SAN DIEGO FOR INDEPENDENT**  
**REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

**Outreach sessions conducted on-site in San Diego County**

Work/Activity Description	Price
Consulting Services- Subcontractors including CBO's	\$ 2,000.00
Clerical/staff support	\$ 200.00
Documents, reports, forms- digital and print design	\$ 500.00
Reproduction- flyers, mailers, posters, tri-folds	\$ 1,000.00
Direct Expenses- ABASD staff	\$ 2,000.00
Technical Support- A/V for in-person or virtual meetings	\$ 1,000.00
Translation Services- in-person and virtual meetings/digital and print materials	\$ 600.00
Public Input Meetings- in-person	\$ 1,000.00
Technical assistance	\$ 200.00
All associated travel and per diem expenses	\$ 400.00
Any other items (itemize)	
<b>Total</b>	<b>\$8900.00</b>

**Outreach sessions conducted virtually**

Work/Activity Description	Price
Consulting Services- Subcontractors including CBO's	\$ 2,000.00
Clerical/staff support	\$ 200.00
Documents, reports, forms- digital and print design	\$ 500.00
Reproduction- flyers, mailers, posters, tri-folds	\$ 1,000.00

**COUNTY CONTRACT NUMBER 564987**  
**AGREEMENT WITH ASIAN BUSINESS ASSOCIATION SAN DIEGO FOR INDEPENDENT**  
**REDISTRICTING COMMISSION PUBLIC OUTREACH AND ENGAGEMENT SERVICES**

Direct Expenses- ABASD staff	\$ 2,000.00
Technical Support- A/V for in-person or virtual meetings	\$ 1,000.00
Translation Services- in-person and virtual meetings/digital and print materials	\$ 600.00
Public Input Meetings- virtual meetings	\$ 300.00
Technical assistance	\$ 200.00
All associated travel and per diem expenses	\$ 400.00
Any other items (itemize)	

**Total** **\$8200.00**